

## Ashley Castorena

---

**From:** Patrick Beachner [REDACTED] >  
**Sent:** Thursday, October 27, 2022 8:58 AM  
**To:** Noah Simon  
**Cc:** Stephen Slaughter; Amy Bridges  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

Thank you for the response.

After our meeting this morning I've been looking into fiber optic for downtown. Forgive me, this is outside my area of expertise – I was incorrect this morning, our office does not have fiber optic. It is hard-wired, but I guess it is simple cable. I assumed any hard-wired internet these days is fiber...again, I'm no expert.

I spoke with our de facto IT expert in our office who informed me that we looked into running fiber to our office in the past, but we ended passing due to cost.

However, I believe it is important for the success of our downtown development to bring all buildings/properties into the 21<sup>st</sup> century. I'm going to explore the cost of pulling fiber optic to all of our properties in downtown Aledo (Our corner office, the counseling center, the Rock House next to the Bistro, Issy's house next door to our office, the boarded-up Victorian across the street, the small brick house next door to Parson's Table, Parson's Table, and the Kubena Insurance building).

I'm curious if there is any conversation to be had with the city, or perhaps the economic development corp, about partnering with the city to accomplish bringing downtown up to the modern day tech.

Either way, I am confident we can provide the city with whatever you need at 104 Maverick.

Thanks,  
Patrick

---

**From:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Sent:** Thursday, October 27, 2022 6:45 AM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** Stephen Slaughter [REDACTED]; Amy Bridges <[permits@aledotx.gov](mailto:permits@aledotx.gov)>  
**Subject:** RE: 104 Maverick Lease

Good morning. I hope you are doing well.

I'll review the changes later this morning and I'll be sharing the Agreement with our attorney later today.

We don't need the refrigerator. Let me mull over the security camera.

Best,

Noah



**Noah A. Simon**  
**City Manager**

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

Mailing Address – P.O. Box 1, Aledo, Texas, 76008

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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, October 26, 2022 4:38 PM  
**To:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter [REDACTED]  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

A few follow-up items from our last visit to 104 Maverick:

1. Please see the attached lease with language added to Section 7 regarding inspection of the HVAC system and completion of any necessary repairs by Landlord prior to occupancy by the Tenant.
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3. I now have a key to the detached back building and have informed Amy that she will be able to access that part of the building during tomorrow morning's visit.

Please do not hesitate to reach out with any questions.

Thanks!  
Patrick

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**From:** Patrick Beachner [REDACTED]  
**Sent:** Monday, October 24, 2022 3:58 PM  
**To:** '[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)' <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter [REDACTED]  
**Subject:** 104 Maverick Lease

Good afternoon Noah,

Please see the attached lease offer for 104 Maverick St. I believe it matches the terms we've discussed (2.5 years with month-to-month extension options, \$3,500/year without utilities, tenant to pay for utilities – average monthly utility expense including water, gas, and electric for the last year has been \$375/month). I will provide a more detailed breakdown of utility expenses over the last 12 months.

Please let me know if you have any questions or want to make any changes.

We hope we can reach an agreement and provide The City a temporary home!!

Thanks,  
Patrick Beachner  
214-385-5223

## Ashley Castorena

---

**From:** Noah Simon  
**Sent:** Monday, October 31, 2022 7:24 AM  
**To:** Patrick Beachner  
**Cc:** Stephen Slaughter; Amy Bridges  
**Subject:** RE: 104 Maverick Lease

Good morning. I hope you are doing well.

That's good news. Any idea of the timing?

Best,

Noah



**Noah A. Simon**  
City Manager

**Email:** [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Thursday, October 27, 2022 12:35 PM  
**To:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter [REDACTED]; Amy Bridges <[permits@aledotx.gov](mailto:permits@aledotx.gov)>  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

This situation is apparently very fluid....we just met with a fellow developer who is already working with a fiber provider who wants to cover downtown as a part of their planned upcoming install.

It sounds like we should have no issue getting fiber pulled to 104 Maverick. We'll keep you posted.

Thanks,  
Patrick

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Thursday, October 27, 2022 8:58 AM  
**To:** 'Noah Simon' <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter [REDACTED]; 'Amy Bridges' <[permits@aledotx.gov](mailto:permits@aledotx.gov)>  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

Thank you for the response.

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I'm curious if there is any conversation to be had with the city, or perhaps the economic development corp, about partnering with the city to accomplish bringing downtown up to the modern day tech.

Either way, I am confident we can provide the city with whatever you need at 104 Maverick.

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**Sent:** Thursday, October 27, 2022 6:45 AM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** Stephen Slaughter [REDACTED]; Amy Bridges <[permits@aledotx.gov](mailto:permits@aledotx.gov)>  
**Subject:** RE: 104 Maverick Lease

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**To:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter <[REDACTED]>  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

A few follow-up items from our last visit to 104 Maverick:

1. Please see the attached lease with language added to Section 7 regarding inspection of the HVAC system and completion of any necessary repairs by Landlord prior to occupancy by the Tenant.
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214-385-5223

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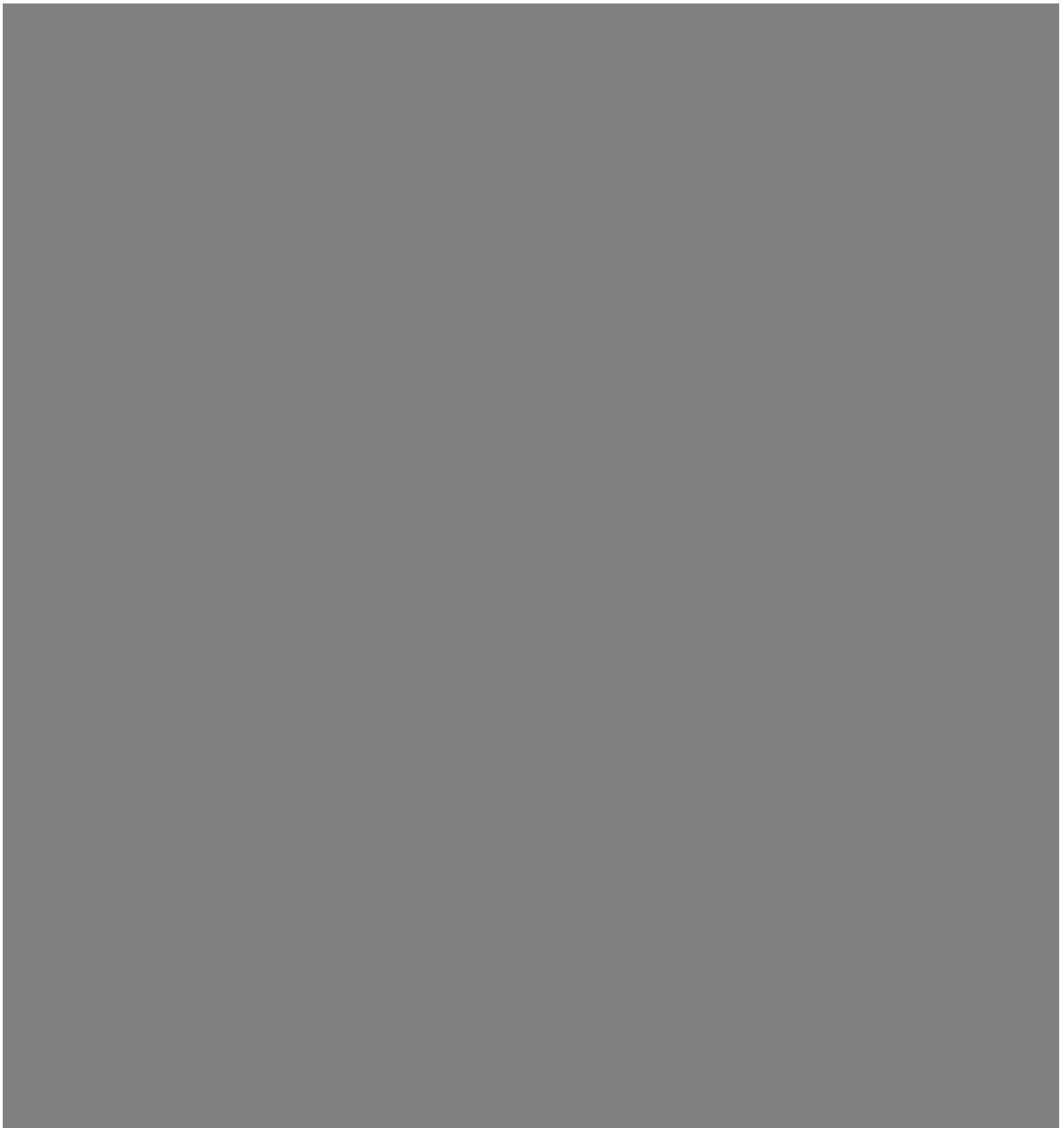
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**From:** Patrick Beachner [REDACTED]  
**Sent:** Friday, November 4, 2022 12:14 PM  
**To:** Noah Simon <citymanager@aledotx.gov>  
**Subject:** Fiber at 104 Maverick - AT&T Pricing

Good afternoon Noah,

Thanks for sharing the news about City Council's support for renting 104 Maverick Street. We are excited about the prospect of giving The City a home during your transition into the new City Hall.

I spoke with AT&T regarding pulling fiber to 104 Maverick. Good news – it will be no problem to bring a dedicated fiber line to 104 Maverick. We've been speaking with Bryant Kilkenny who would be the account manager should The City decide to open a new account at this address. I'm not sure if you could simply transition your existing account over to this new address.

Bryant shared a bit about pricing...without knowing what you currently pay for fiber at the existing city hall, I have no reaction to these estimated prices, which vary based on speed. Bryant says that these prices would be the same even if the previous tenant already had fiber pulled to the property. In other words, you would not be absorbing the price of installing fiber, these rates are simply the cost of having fiber at the building.

Please let me know what you think. Here is the email from Bryant at AT&T from this morning:

"AT&T offers an enterprise level solution called AT&T Dedicated Fiber. The fiber is 100% dedicated, managed, and symmetrical with full SLAs guaranteeing 99.9995% uptime, 24/7 US-based support, and proactive router monitoring. If there is a detected issue or outage, we proactively open a ticket for you. We guarantee on-site repair to fix an outage within 6 hours (if it can't be fixed remotely) along with monetary QOS reimbursement for outages lasting longer than a certain period of time that incur losses for your business. In regards to equipment costs, if wireless connectivity is necessary we will need to implement an access point which is \$35 per month. You would also need a switch that is also \$35. One switch can handle up to 4 access points.

- 10Mbps x 10Mbps = \$471.28/mo.
- 20Mbps x 20Mbps = \$523.86/mo.
- 50Mbps x 50Mbps = \$590.85/mo.
- 100Mbps x 100Mbps = \$806.90/mo.
- 150Mbps x 150Mbps = \$846.70/mo
- 250Mbps x 250Mbps = \$1213.60/mo.
- 500Mbps x 500Mbps = \$1400.40/mo.
- 1Gbps x 1Gbps = \$1562.60/mo.

Being a fully managed security service provider, we can also provide state of the art network security services for your business. If it has been more than 90 days since your last vulnerability scan, I can arrange one for you. Our Cyber Threat Assessment Report will provide you detailed information as to how prepared your network is detect, prevent, and respond to today's cyber-threats."

Thanks,  
Patrick

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**Sent:** Friday, November 4, 2022 12:14 PM  
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Thanks,  
Patrick

## Ashley Castorena

---

**From:** Noah Simon  
**Sent:** Wednesday, November 16, 2022 9:02 AM  
**To:** Patrick Beachner  
**Cc:** Noah Simon  
**Subject:** Bike group, Rome GA

Patrick,

Good morning. I hope you are doing well.

I spoke with Julie Blanton Smith, the president of TRED (Trails for Recreation and Economic Development) in Rome, GA this morning. I worked with her and TRED during my time in GA. We will likely meet with her Sunday afternoon (she's going to be in Roswell for another event) prior to dinner to talk with us about biking, the community and how it can be a catalyst for other development.

The web site for their group is:

<https://tredromefloyd.com/>

Assuming all tentative appointments hold, you will not have any down time...

The other things you two might want to check out is:

Atlanta Beltline -- <https://beltline.org/>

Halcyon -- <https://www.visithalcyon.com/>

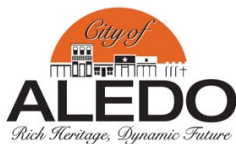
Alpharetta City Center -- <http://www.citycentralpharetta.com/>

Silver Comet Trail -- <https://www.silvercometga.com/>

Dekalb Farmers Market -- <http://www.dekalbfarmersmarket.com/> -- let's discuss this one...there is a real opportunity for this in DFW...

Best,

Noah



**Noah A. Simon**  
**City Manager**

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## Ashley Castorena

---

**From:** Noah Simon  
**Sent:** Friday, December 2, 2022 12:45 PM  
**To:** Patrick Beachner  
**Cc:** Noah Simon  
**Subject:** food truck parks, makerspaces and bakerspaces

Good afternoon. I hope you are doing well.

Per our conversation:

<https://www.facebook.com/collaboratorylexva/> -- visible through Facebook; the Lexington Collaboratory & Makerspace is something that I was a part of. We also hosted a local science fair.

<https://stauntonmakerspace.org/> -- this was a nearby makerspace in Staunton, VA and served as a guide and model for us in Lexington

[https://en.wikipedia.org/wiki/Maker\\_culture](https://en.wikipedia.org/wiki/Maker_culture) -- info on the maker movement and culture

<https://oedb.org/ilibrarian/a-librarians-guide-to-makerspaces/> -- many libraries are shifting from book-centric model to a maker model

<https://dallasmakerspace.org/> -- dallas maker space – I'm not as plugged into the local maker culture as I have been. In Georgia, we toured major industries through the makerspace on recruiting visits. If we meet Al Hodge while we are in Georgia, I'll have him talk about Confluence which would be the coolest thing we could do locally ...

Two sort of random bakerspaces I found online:

<https://www.foragekitchen.com/rent>

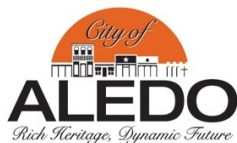
<https://www.forkfoodlab.com/>

Atlanta Food Truck Park

<http://atlantafoodtruckpark.com/>

One of the best ways I have seen the food truck debate framed is in an episode of Bob's Burgers, totally worth watching.

<https://www.imdb.com/title/tt2340209/>



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City Manager

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**Ashley Castorena**

---

**Sent:** Monday, November 21, 2022 9:14 AM  
**To:** Patrick Beachner  
**Subject:** RE: clearing vegetation along the creek

## Ashley Castorena

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, November 30, 2022 10:32 AM  
**To:** Nathan Gonzales  
**Cc:** Kevin Turner; Noah Simon  
**Subject:** RE: clearing vegetation along the creek

Hi Nathan,

I hope you had a great Thanksgiving. I'm checking back in here...do you have any availability this week to walk the site?

Thanks,  
Patrick

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Monday, November 21, 2022 12:44 PM  
**To:** 'Nathan Gonzales' <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Cc:** 'Kevin Turner' <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>; 'Noah Simon' <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Subject:** RE: clearing vegetation along the creek

Hi Nathan,

Thanks for the reply and thoughtful insight on the importance of the riparian buffer. We agree that these areas serve an important role, which is the reason for our checking in with the City for any ordinances/rules on how to handle improvements around them.

Ultimately we are trying to create a safe, usable public area in the meadow below Parson's Table and the historic Victorian building at 105 Maverick St. We hope for this area to serve as a main gathering space for the community, including festivals, farmers markets, and music performances. The aesthetic of the creek will be a major part of this development. Currently, the majority of the creek is not even visible due to overgrown small weeds/grasses/wild shrubs. We simply want to clean out the small brush, making the creek more visible and accessible, while leaving any mature growth in place.

I'd definitely like to walk the site if you have time. What is your availability the week after Thanksgiving?

Thanks,  
Patrick

---

**From:** Nathan Gonzales <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Monday, November 21, 2022 9:39 AM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** Kevin Turner <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>; Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Subject:** RE: clearing vegetation along the creek

Hello Patrick,

I understand your team is considering cleaning up the vegetation around the creek behind the Parsons Table. If I may ask, how far towards the creek were you planning on cleaning up? I ask as the area that borders the creek is typically

considered a riparian buffer and serves to help mitigate stormwater runoff into the creek. There are also several other benefits to maintaining these areas in their natural state.

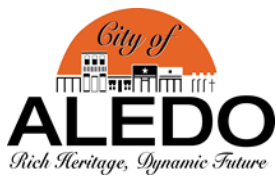
As Aledo continues to grow, I suspect the conversation about the stewardship of these environmentally sensitive areas will as well. Many communities have overlooked this important aspect, resulting in increased runoff downstream. Below is a link that offers good reading and resources about riparian buffers:

<https://texasriparian.org/about-tra/what-is-a-riparian-area/>

At your earliest conveyance, I'm happy to discuss this further or perhaps stop by and take look at the proposed cleanup area.

Regards,

Nathan Gonzales  
City Planner  
City of Aledo  
(817)717-4255  
[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)



---

**From:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Sent:** Monday, November 21, 2022 6:43 AM  
**To:** Kevin Turner <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>; Nathan Gonzales <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Cc:** Patrick Beachner [REDACTED]  
**Subject:** clearing vegetation along the creek

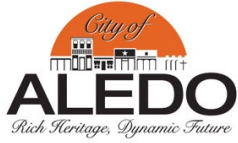
Good morning. I hope you both are doing well.

Patrick Beachner and his business partners are considering cleaning up the vegetation along the creek behind the Parsons Table. Are there any restrictions, erosion, sediment control, etc., that they need to comply with?

Can you all respond ASAP to him (copied on this email) with the requirements if any?

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

Mailing Address – P.O. Box 1, Aledo, Texas, 76008

P-817-441-7016

C-817-627-5890

F-817-441-7520

[aledotx.gov](http://aledotx.gov)

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## Ashley Castorena

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Monday, November 21, 2022 12:44 PM  
**To:** Nathan Gonzales  
**Cc:** Kevin Turner; Noah Simon  
**Subject:** RE: clearing vegetation along the creek

Hi Nathan,

Thanks for the reply and thoughtful insight on the importance of the riparian buffer. We agree that these areas serve an important role, which is the reason for our checking in with the City for any ordinances/rules on how to handle improvements around them.

Ultimately we are trying to create a safe, usable public area in the meadow below Parson's Table and the historic Victorian building at 105 Maverick St. We hope for this area to serve as a main gathering space for the community, including festivals, farmers markets, and music performances. The aesthetic of the creek will be a major part of this development. Currently, the majority of the creek is not even visible due to overgrown small weeds/grasses/wild shrubs. We simply want to clean out the small brush, making the creek more visible and accessible, while leaving any mature growth in place.

I'd definitely like to walk the site if you have time. What is your availability the week after Thanksgiving?

Thanks,  
Patrick

---

**From:** Nathan Gonzales <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Monday, November 21, 2022 9:39 AM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** Kevin Turner <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>; Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Subject:** RE: clearing vegetation along the creek

Hello Patrick,

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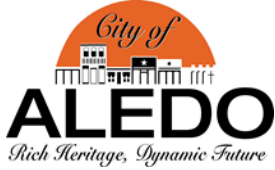
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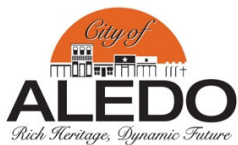
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Noah



**Noah A. Simon**  
City Manager

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## Ashley Castorena

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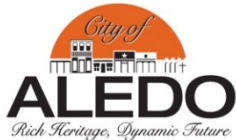
**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 13, 2022 12:44 PM  
**To:** Ivan Gonzalez  
**Subject:** RE: Meeting Follow-up

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**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Tuesday, December 13, 2022 12:24 PM  
**To:** Patrick Beachner [REDACTED]  
**Subject:** RE: Meeting Follow-up

Great! Lets shoot for 2pm at the Rock House.



**Iván Gonzalez, AICP**  
Interim City Planner

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
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**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 13, 2022 12:05 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** RE: Meeting Follow-up

Hi Ivan,

Thanks for sharing, this is very helpful. I've already shared with our team.

My afternoon/evening tomorrow is wide open – you name the time and I'll be available.

Thanks,  
Patrick

---

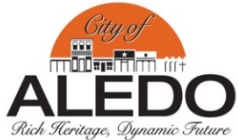
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**To:** Patrick Beachner [REDACTED]  
**Subject:** RE: Meeting Follow-up

Good morning, Patrick!

Sorry for the delay on response, I'm only in the office a couple days a week. Please find attached a presentation that has really helped me understand the ADA dilemma better when it comes to historic buildings.

I am available tomorrow evening after 2pm for a walkthrough.

Thanks!



**Iván Gonzalez, AICP**  
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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, December 7, 2022 12:48 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** Meeting Follow-up

Hi Ivan,

Thanks again for meeting with me yesterday. I enjoyed learning about your experience and passion for historic downtown revitalization. I look forward to working with you to bring downtown Aledo back to life!

As we briefly touched on during yesterday's discussion, the Rock House at 105 Old Annetta Rd (next to the Bistro) remains an uncertainty within our development plans. One of the counselors (soon to be replaced by temporary City Hall) that currently leases from us at 104 Maverick St wants to lease the Rock House for the next couple years as we put together our master plan for downtown and begin the early phases of development.

We'd appreciate some further insight into the alternative routes to compliance for historic buildings that we can follow so that we can keep this building occupied in the interim while our downtown development takes shape. We hope to have these counselors in the Rock House by March 1 if possible. Our contractors are standing by to knock out whatever work needs to be done.

Are you available for a site visit sometime in the next week or so? We'd like to nail down a plan for work needed to get the building into compliance as quickly as possible.

Thanks,  
Patrick

## Ashley Castorena

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 20, 2022 1:10 PM  
**To:** Ivan Gonzalez  
**Cc:** [REDACTED]  
**Subject:** RE: Meeting Follow-up

**Flag Status:** Completed

Hi Ivan,

Thanks for meeting with Josh at the Rock House yesterday. Josh just briefed me on the meeting, and I wanted to follow up with some thoughts/next steps.

As you and Josh discussed, ultimately we see the Rock House as serving as a location for retail (potentially an ice cream shop, beer garden, etc.). We are currently working with a design firm who is master planning our entire downtown district development, and I'm excited to see what they have in mind for how the Rock House will fit into the larger vision.

In the meantime, one of the counselors that had previously officed at 104 Maverick (site of temporary City Hall, next door to our current office) wants to lease the Rock House as a counseling office starting March 1, 2023. Our hope is keep the Rock House occupied as the downtown development happens over the next several years.

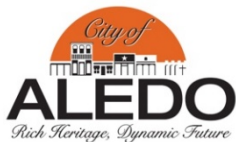
Josh mentioned that you will be discussing with Kevin the next steps on this structure. We'd appreciate your feedback on what is needed to satisfy The City, both for short-term use during the downtown development and for long-term use as retail, as soon as possible.

Thank you!  
Patrick

---

**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Thursday, December 15, 2022 4:30 PM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Meeting Follow-up

That works for me!



**Iván Gonzalez, AICP**  
**Interim City Planner**

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008

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---

**From:** Patrick Beachner [REDACTED] >  
**Sent:** Thursday, December 15, 2022 1:44 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Cc:** [REDACTED]  
**Subject:** Re: Meeting Follow-up

Good afternoon, Ivan,

I hope you're feeling better. I spoke with my partner, Josh Rogers, and he can make Monday at 2 PM work. Please confirm that time is still available for you. Josh (cc'd on this email) can plan on meeting you at 2 at the rock house.

Josh's cell number is (817) 239-5674.


Thanks!

Patrick Beachner

Sent from my iPhone

On Dec 14, 2022, at 11:01 AM, Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)> wrote:

Unfortunately, with the holidays I don't. My next availability would be Thursday the 29<sup>th</sup>. I have the full day open.

  
**ALEDO**  
*Rich Heritage, Dynamic Future*  
**Iván Gonzalez, AICP**  
Interim City Planner

Email: [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)

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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, December 14, 2022 10:59 AM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** RE: Meeting Follow-up

Good morning Ivan,

Sorry to hear that you're not feeling well. I just recovered from a pretty bad cold this weekend as well. Hope you feel better soon.

Unfortunately I'll be out of town until Monday evening. Do you have any other availability next week?

Thanks,  
Patrick


---

**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Wednesday, December 14, 2022 8:00 AM  
**To:** Patrick Beachner [REDACTED]  
**Subject:** RE: Meeting Follow-up

Good morning, Patrick,

Unfortunately, I have caught an illness and won't be able to make it today. Are you available next Monday at 2pm?

Sorry for the inconvenience, seems like its going around lately!

  
**ALEDO**  
*Rich Heritage, Dynamic Future*  
**Iván Gonzalez, AICP**

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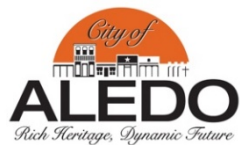
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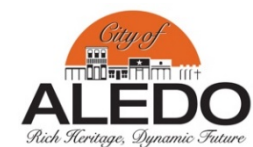
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## Ashley Castorena

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**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, December 14, 2022 12:12 PM  
**To:** Ivan Gonzalez  
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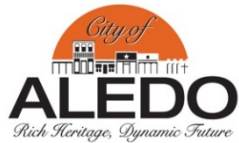
**Flag Status:** Completed

That's ok. I'll be out of town Dec 27-30. I'll see if one of my partners can meet you on Monday.

Sent from my iPhone

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**Interim City Planner**

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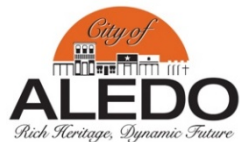
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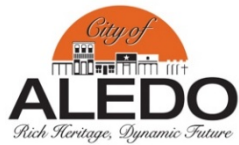
**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 13, 2022 12:44 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** RE: Meeting Follow-up

Sounds great, thanks Ivan. Looking forward to it.

---

**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Tuesday, December 13, 2022 12:24 PM  
**To:** Patrick Beachner [REDACTED]  
**Subject:** RE: Meeting Follow-up

Great! Lets shoot for 2pm at the Rock House.



**Iván Gonzalez, AICP**  
**Interim City Planner**

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
**Mailing Address** – P.O. Box 1, Aledo, Texas, 76008  
P-817-717-4255  
F-817-441-7520  
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**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 13, 2022 12:05 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** RE: Meeting Follow-up

Hi Ivan,

Thanks for sharing, this is very helpful. I've already shared with our team.

My afternoon/evening tomorrow is wide open – you name the time and I'll be available.

Thanks,  
Patrick

---

**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>

**Sent:** Tuesday, December 13, 2022 11:24 AM

**To:** Patrick Beachner [REDACTED]

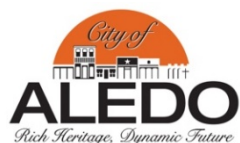
**Subject:** RE: Meeting Follow-up

Good morning, Patrick!

Sorry for the delay on response, I'm only in the office a couple days a week. Please find attached a presentation that has really helped me understand the ADA dilemma better when it comes to historic buildings.

I am available tomorrow evening after 2pm for a walkthrough.

Thanks!



**Iván Gonzalez, AICP**  
**Interim City Planner**

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)

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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, December 7, 2022 12:48 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** Meeting Follow-up

Hi Ivan,

Thanks again for meeting with me yesterday. I enjoyed learning about your experience and passion for historic downtown revitalization. I look forward to working with you to bring downtown Aledo back to life!

As we briefly touched on during yesterday's discussion, the Rock House at 105 Old Annetta Rd (next to the Bistro) remains an uncertainty within our development plans. One of the counselors (soon to be replaced by temporary City Hall) that currently leases from us at 104 Maverick St wants to lease the Rock House for the next couple years as we put together our master plan for downtown and begin the early phases of development.

We'd appreciate some further insight into the alternative routes to compliance for historic buildings that we can follow so that we can keep this building occupied in the interim while our downtown development takes shape. We hope to have these counselors in the Rock House by March 1 if possible. Our contractors are standing by to knock out whatever work needs to be done.

Are you available for a site visit sometime in the next week or so? We'd like to nail down a plan for work needed to get the building into compliance as quickly as possible.

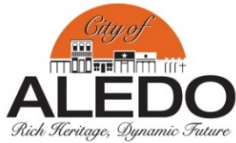
Thanks,  
Patrick

## Ashley Castorena

---

**From:** Ivan Gonzalez  
**Sent:** Tuesday, December 6, 2022 9:23 AM  
**To:** Patrick Beachner  
**Cc:** Noah Simon; Kevin Turner  
**Subject:** RE: Clearing Vegetation Along Creek

Sounds great!



**Iván Gonzalez, AICP**  
Interim City Planner

Email: [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

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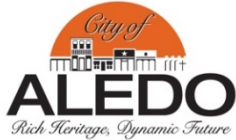
**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 6, 2022 9:07 AM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Cc:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>; Kevin Turner <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>  
**Subject:** RE: Clearing Vegetation Along Creek

Good deal, thanks Ivan. Looking forward to meeting you and walking the site this afternoon at 2:30. Let's meet at our office at 116 S FM 1187 (signs for 1836 Senior Benefits). Then we can walk over to the creek to look at the vegetation clearing site and I can quickly show you around the rest of our downtown property footprint which we intend to develop.

---

**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Monday, December 5, 2022 2:08 PM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>; Kevin Turner <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>  
**Subject:** RE: Clearing Vegetation Along Creek

That works for me! (switching email thread to the Aledo email, now that I have access!)



**Iván Gonzalez, AICP**  
**Interim City Planner**

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
**Mailing Address** – P.O. Box 1, Aledo, Texas, 76008  
P-817-717-4255  
C-817-269-3053  
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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Monday, December 5, 2022 1:18 PM  
**To:** Ivan Gonzalez <[ivan@placestrategies.com](mailto:ivan@placestrategies.com)>  
**Cc:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>; [buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)  
**Subject:** RE: Clearing Vegetation Along Creek

Hi Ivan, it's nice to meet you. Thanks for reaching out. How about tomorrow afternoon – say 2:30 pm?

---

**From:** Ivan Gonzalez <[ivan@placestrategies.com](mailto:ivan@placestrategies.com)>  
**Sent:** Monday, December 5, 2022 10:58 AM  
**To:** [REDACTED]  
**Cc:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>; [buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)  
**Subject:** Clearing Vegetation Along Creek

Good morning, Patrick,



My name is Iván Gonzalez, and I will be serving as the interim City Planner for the City of Aledo. I would be happy to discuss your inquiry, and to take a look at the area. Let's set up a time that will work for you! I will be in the office today and tomorrow.

Iván G. Gonzalez, AICP  
Place Strategies, Inc.

209 West 2nd Street, #180  
Fort Worth, Texas 76102  
Mobile: [806.317.0206](tel:806.317.0206)

## Ashley Castorena

---

**From:** Nathan Gonzales  
**Sent:** Monday, November 21, 2022 9:39 AM  
**To:** Patrick Beachner  
**Cc:** Kevin Turner; Noah Simon  
**Subject:** RE: clearing vegetation along the creek

Hello Patrick,

I understand your team is considering cleaning up the vegetation around the creek behind the Parsons Table. If I may ask, how far towards the creek were you planning on cleaning up? I ask as the area that borders the creek is typically considered a riparian buffer and serves to help mitigate stormwater runoff into the creek. There are also several other benefits to maintaining these areas in their natural state.

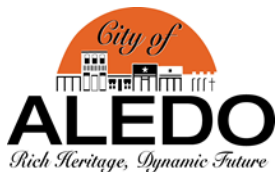
As Aledo continues to grow, I suspect the conversation about the stewardship of these environmentally sensitive areas will as well. Many communities have overlooked this important aspect, resulting in increased runoff downstream. Below is a link that offers good reading and resources about riparian buffers:

<https://texasriparian.org/about-tra/what-is-a-riparian-area/>

At your earliest conveyance, I'm happy to discuss this further or perhaps stop by and take look at the proposed cleanup area.

Regards,

Nathan Gonzales  
City Planner  
City of Aledo  
(817)717-4255  
[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)



---

**From:** Noah Simon <citymanager@aledotx.gov>  
**Sent:** Monday, November 21, 2022 6:43 AM  
**To:** Kevin Turner <buildingofficial@aledotx.gov>; Nathan Gonzales <cityplanner@aledotx.gov>  
**Cc:** Patrick Beachner [REDACTED]  
**Subject:** clearing vegetation along the creek

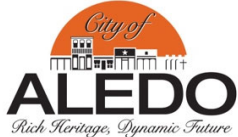
Good morning. I hope you both are doing well.

Patrick Beachner and his business partners are considering cleaning up the vegetation along the creek behind the Parsons Table. Are there any restrictions, erosion, sediment control, etc., that they need to comply with?

Can you all respond ASAP to him (copied on this email) with the requirements if any?

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

Mailing Address – P.O. Box 1, Aledo, Texas, 76008

P-817-441-7016

C-817-627-5890

F-817-441-7520

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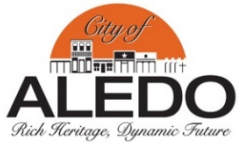
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## Ashley Castorena

---

**From:** Ivan Gonzalez  
**Sent:** Thursday, December 29, 2022 12:43 PM  
**To:** Patrick Beachner  
**Cc:** [REDACTED]  
**Subject:** RE: Meeting Follow-up

Thanks for reaching out, Patrick! Sorry for my delayed response, it's been tricky with me only being in the office a couple days! I will definitely keep you in the loop as we discuss these things on the best way forward.



**Iván Gonzalez, AICP**  
Interim City Planner

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)

**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008

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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 20, 2022 1:10 PM  
**To:** Ivan Gonzalez <cityplanner@aledotx.gov>  
**Cc:** [REDACTED]  
**Subject:** RE: Meeting Follow-up

Hi Ivan,

Thanks for meeting with Josh at the Rock House yesterday. Josh just briefed me on the meeting, and I wanted to follow up with some thoughts/next steps.

As you and Josh discussed, ultimately we see the Rock House as serving as a location for retail (potentially an ice cream shop, beer garden, etc.). We are currently working with a design firm who is master planning our entire downtown district development, and I'm excited to see what they have in mind for how the Rock House will fit into the larger vision.

In the meantime, one of the counselors that had previously officed at 104 Maverick (site of temporary City Hall, next door to our current office) wants to lease the Rock House as a counseling office starting March 1, 2023. Our hope is keep the Rock House occupied as the downtown development happens over the next several years.

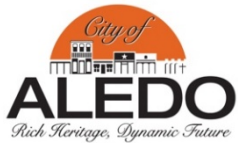
Josh mentioned that you will be discussing with Kevin the next steps on this structure. We'd appreciate your feedback on what is needed to satisfy The City, both for short-term use during the downtown development and for long-term use as retail, as soon as possible.

Thank you!  
Patrick

---

**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Thursday, December 15, 2022 4:30 PM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Meeting Follow-up

That works for me!



**Iván Gonzalez, AICP**  
Interim City Planner

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Thursday, December 15, 2022 1:44 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Cc:** [REDACTED]  
**Subject:** Re: Meeting Follow-up

Good afternoon, Ivan,

I hope you're feeling better. I spoke with my partner, Josh Rogers, and he can make Monday at 2 PM work. Please confirm that time is still available for you. Josh (cc'd on this email) can plan on meeting you at 2 at the rock house.

Josh's cell number is (817) 239-5674.

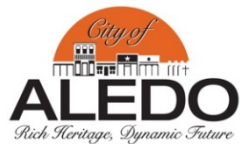
Thanks!

Patrick Beachner

Sent from my iPhone

On Dec 14, 2022, at 11:01 AM, Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)> wrote:

Unfortunately, with the holidays I don't. My next availability would be Thursday the 29<sup>th</sup>. I have the full day open.



**Iván Gonzalez, AICP**  
Interim City Planner

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)

**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008

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---

**From:** Patrick Beachner [REDACTED] >  
**Sent:** Wednesday, December 14, 2022 10:59 AM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** RE: Meeting Follow-up

Good morning Ivan,

Sorry to hear that you're not feeling well. I just recovered from a pretty bad cold this weekend as well. Hope you feel better soon.

Unfortunately I'll be out of town until Monday evening. Do you have any other availability next week?

Thanks,  
Patrick

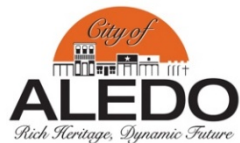
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**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Wednesday, December 14, 2022 8:00 AM  
**To:** Patrick Beachner [REDACTED]  
**Subject:** RE: Meeting Follow-up

Good morning, Patrick,

Unfortunately, I have caught an illness and won't be able to make it today. Are you available next Monday at 2pm?

Sorry for the inconvenience, seems like its going around lately!



**Iván Gonzalez, AICP**  
**Interim City Planner**

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)

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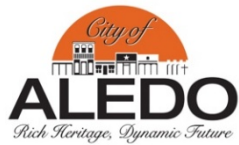
**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 13, 2022 12:44 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** RE: Meeting Follow-up

Sounds great, thanks Ivan. Looking forward to it.

---

**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Tuesday, December 13, 2022 12:24 PM  
**To:** Patrick Beachner [REDACTED]  
**Subject:** RE: Meeting Follow-up

Great! Lets shoot for 2pm at the Rock House.



**Iván Gonzalez, AICP**  
**Interim City Planner**

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)

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**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 13, 2022 12:05 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** RE: Meeting Follow-up



Hi Ivan,

Thanks for sharing, this is very helpful. I've already shared with our team.

My afternoon/evening tomorrow is wide open – you name the time and I'll be available.

Thanks,  
Patrick

---

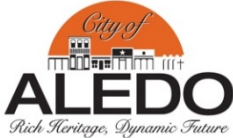
**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Tuesday, December 13, 2022 11:24 AM  
**To:** Patrick Beachner [REDACTED]  
**Subject:** RE: Meeting Follow-up

Good morning, Patrick!

Sorry for the delay on response, I'm only in the office a couple days a week. Please find attached a presentation that has really helped me understand the ADA dilemma better when it comes to historic buildings.

I am available tomorrow evening after 2pm for a walkthrough.

Thanks!



**Iván Gonzalez, AICP**  
Interim City Planner

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, December 7, 2022 12:48 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** Meeting Follow-up

Hi Ivan,

Thanks again for meeting with me yesterday. I enjoyed learning about your experience and passion for historic downtown revitalization. I look forward to working with you to bring downtown Aledo back to life!

As we briefly touched on during yesterday's discussion, the Rock House at 105 Old Annetta Rd (next to the Bistro) remains an uncertainty within our development plans. One of the counselors (soon to be replaced by temporary City Hall) that currently leases from us at 104 Maverick St wants to lease the Rock House for the next couple years as we put together our master plan for downtown and begin the early phases of development.

We'd appreciate some further insight into the alternative routes to compliance for historic buildings that we can follow so that we can keep this building occupied in the interim while our downtown development takes shape. We hope to have these counselors in the Rock House by March 1 if possible. Our contractors are standing by to knock out whatever work needs to be done.

Are you available for a site visit sometime in the next week or so? We'd like to nail down a plan for work needed to get the building into compliance as quickly as possible.

Thanks,  
Patrick

## Ashley Castorena

---

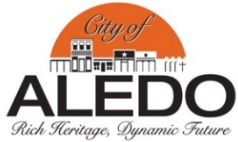
**From:** Ivan Gonzalez  
**Sent:** Tuesday, December 13, 2022 11:24 AM  
**To:** Patrick Beachner  
**Subject:** RE: Meeting Follow-up  
**Attachments:** Understanding ADA - A guide for Small Developers.pdf

Good morning, Patrick!

Sorry for the delay on response, I'm only in the office a couple days a week. Please find attached a presentation that has really helped me understand the ADA dilemma better when it comes to historic buildings.

I am available tomorrow evening after 2pm for a walkthrough.

Thanks!



**Iván Gonzalez, AICP**  
**Interim City Planner**

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
**Mailing Address** – P.O. Box 1, Aledo, Texas, 76008  
P-817-717-4255  
F-817-441-7520  
[aledotx.gov](http://aledotx.gov)

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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, December 7, 2022 12:48 PM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Subject:** Meeting Follow-up

Hi Ivan,

Thanks again for meeting with me yesterday. I enjoyed learning about your experience and passion for historic downtown revitalization. I look forward to working with you to bring downtown Aledo back to life!

As we briefly touched on during yesterday's discussion, the Rock House at 105 Old Annetta Rd (next to the Bistro) remains an uncertainty within our development plans. One of the counselors (soon to be replaced by temporary City Hall) that currently leases from us at 104 Maverick St wants to lease the Rock House for the next couple years as we put together our master plan for downtown and begin the early phases of development.

We'd appreciate some further insight into the alternative routes to compliance for historic buildings that we can follow so that we can keep this building occupied in the interim while our downtown development takes shape. We hope to have these counselors in the Rock House by March 1 if possible. Our contractors are standing by to knock out whatever work needs to be done.

Are you available for a site visit sometime in the next week or so? We'd like to nail down a plan for work needed to get the building into compliance as quickly as possible.

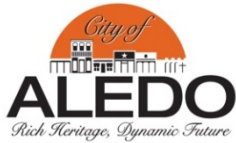
Thanks,  
Patrick

## Ashley Castorena

---

**From:** Ivan Gonzalez  
**Sent:** Tuesday, December 6, 2022 9:23 AM  
**To:** Patrick Beachner  
**Cc:** Noah Simon; Kevin Turner  
**Subject:** RE: Clearing Vegetation Along Creek

Sounds great!



**Iván Gonzalez, AICP**  
Interim City Planner

Email: [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

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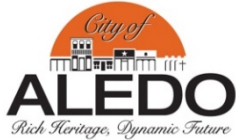
**From:** Patrick Beachner [REDACTED]  
**Sent:** Tuesday, December 6, 2022 9:07 AM  
**To:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Cc:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>; Kevin Turner <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>  
**Subject:** RE: Clearing Vegetation Along Creek

Good deal, thanks Ivan. Looking forward to meeting you and walking the site this afternoon at 2:30. Let's meet at our office at 116 S FM 1187 (signs for 1836 Senior Benefits). Then we can walk over to the creek to look at the vegetation clearing site and I can quickly show you around the rest of our downtown property footprint which we intend to develop.

---

**From:** Ivan Gonzalez <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Monday, December 5, 2022 2:08 PM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>; Kevin Turner <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>  
**Subject:** RE: Clearing Vegetation Along Creek

That works for me! (switching email thread to the Aledo email, now that I have access!)



**Iván Gonzalez, AICP**  
**Interim City Planner**

**Email:** [cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
**Mailing Address** – P.O. Box 1, Aledo, Texas, 76008  
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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Monday, December 5, 2022 1:18 PM  
**To:** Ivan Gonzalez <[ivan@placestrategies.com](mailto:ivan@placestrategies.com)>  
**Cc:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>; [buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)  
**Subject:** RE: Clearing Vegetation Along Creek

Hi Ivan, it's nice to meet you. Thanks for reaching out. How about tomorrow afternoon – say 2:30 pm?

---

**From:** Ivan Gonzalez <[ivan@placestrategies.com](mailto:ivan@placestrategies.com)>  
**Sent:** Monday, December 5, 2022 10:58 AM  
**To:** [REDACTED]  
**Cc:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>; [buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)  
**Subject:** Clearing Vegetation Along Creek

Good morning, Patrick,

My name is Iván Gonzalez, and I will be serving as the interim City Planner for the City of Aledo. I would be happy to discuss your inquiry, and to take a look at the area. Let's set up a time that will work for you! I will be in the office today and tomorrow.

Iván G. Gonzalez, AICP  
Place Strategies, Inc.

209 West 2nd Street, #180  
Fort Worth, Texas 76102  
Mobile: [806.317.0206](tel:806.317.0206)

## Ashley Castorena

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, November 30, 2022 10:32 AM  
**To:** Nathan Gonzales  
**Cc:** Kevin Turner; Noah Simon  
**Subject:** RE: clearing vegetation along the creek

Hi Nathan,

I hope you had a great Thanksgiving. I'm checking back in here...do you have any availability this week to walk the site?

Thanks,  
Patrick

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Monday, November 21, 2022 12:44 PM  
**To:** 'Nathan Gonzales' <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Cc:** 'Kevin Turner' <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>; 'Noah Simon' <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Subject:** RE: clearing vegetation along the creek

Hi Nathan,

Thanks for the reply and thoughtful insight on the importance of the riparian buffer. We agree that these areas serve an important role, which is the reason for our checking in with the City for any ordinances/rules on how to handle improvements around them.

Ultimately we are trying to create a safe, usable public area in the meadow below Parson's Table and the historic Victorian building at 105 Maverick St. We hope for this area to serve as a main gathering space for the community, including festivals, farmers markets, and music performances. The aesthetic of the creek will be a major part of this development. Currently, the majority of the creek is not even visible due to overgrown small weeds/grasses/wild shrubs. We simply want to clean out the small brush, making the creek more visible and accessible, while leaving any mature growth in place.

I'd definitely like to walk the site if you have time. What is your availability the week after Thanksgiving?

Thanks,  
Patrick

---

**From:** Nathan Gonzales <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Sent:** Monday, November 21, 2022 9:39 AM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** Kevin Turner <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>; Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Subject:** RE: clearing vegetation along the creek

Hello Patrick,

I understand your team is considering cleaning up the vegetation around the creek behind the Parsons Table. If I may ask, how far towards the creek were you planning on cleaning up? I ask as the area that borders the creek is typically



considered a riparian buffer and serves to help mitigate stormwater runoff into the creek. There are also several other benefits to maintaining these areas in their natural state.

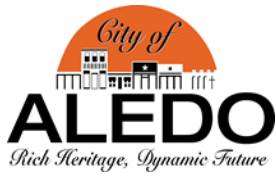
As Aledo continues to grow, I suspect the conversation about the stewardship of these environmentally sensitive areas will as well. Many communities have overlooked this important aspect, resulting in increased runoff downstream. Below is a link that offers good reading and resources about riparian buffers:

<https://texasriparian.org/about-tra/what-is-a-riparian-area/>

At your earliest conveyance, I'm happy to discuss this further or perhaps stop by and take look at the proposed cleanup area.

Regards,

Nathan Gonzales  
City Planner  
City of Aledo  
(817)717-4255  
[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)



---

**From:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Sent:** Monday, November 21, 2022 6:43 AM  
**To:** Kevin Turner <[buildingofficial@aledotx.gov](mailto:buildingofficial@aledotx.gov)>; Nathan Gonzales <[cityplanner@aledotx.gov](mailto:cityplanner@aledotx.gov)>  
**Cc:** Patrick Beachner [REDACTED]  
**Subject:** clearing vegetation along the creek

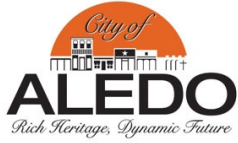
Good morning. I hope you both are doing well.

Patrick Beachner and his business partners are considering cleaning up the vegetation along the creek behind the Parsons Table. Are there any restrictions, erosion, sediment control, etc., that they need to comply with?

Can you all respond ASAP to him (copied on this email) with the requirements if any?

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

Mailing Address – P.O. Box 1, Aledo, Texas, 76008

P-817-441-7016

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## Ashley Castorena

---

**From:** Stephen Slaughter [REDACTED]  
**Sent:** Monday, December 12, 2022 4:53 PM  
**To:** Mayor Nick Stanley  
**Cc:** Patrick Beachner  
**Subject:** Re: City Hall Design

Nick,

Thank you for sharing. See our thoughts below:

- 1) The design is off-brand from the revitalization of the historic downtown district and the feel of the community in general in our opinion. We've viewed some visionary locations with Noah on this trip that seem to fit in well with the community and historic districts. I'm not sure how it resembles ranching heritage in our opinion.
- 2) The City Hall's we have seen aren't 18 million dollar buildings. Specifically Decatur, a 4 square mile town with 26,000 people.
- 3) I know we didn't have everything assembled when the City Hall building was developed but now we think it will look very subpar moving forward.

\*\*\*We will discuss this with Noah in a few minutes.

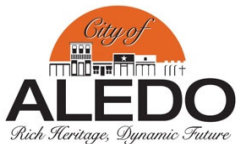
Thanks,

Stephen & Patrick

On Mon, Dec 12, 2022 at 4:33 PM Mayor Nick Stanley <[mayor@aledotx.gov](mailto:mayor@aledotx.gov)> wrote:

Stephen,

Per your request, please see the attached. This may not be the latest (ask Noah), but the exterior architecture is the same.



*Nick Stanley*

**Mayor**

Email: [mayor@aledotx.gov](mailto:mayor@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

Mailing Address – P.O. Box 1, Aledo, Texas, 76008

P-817-441-7016

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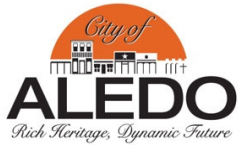
## Ashley Castorena

---

**From:** Mayor Nick Stanley  
**Sent:** Tuesday, October 18, 2022 3:20 PM  
**To:** 'Patrick Beachner'  
**Subject:** FW: Christmas Tyme in Aledo  
**Attachments:** 2022 EVENT PARTICIPATION FORM - Guidelines, Apps & Sponsrshp.pdf

Patrick,

Here is the form that A New Thread will need to fill out to sell the scarfs at Christmas Thyme in Aledo.



**Nick Stanley**  
Mayor

**Email:** [mayor@aledotx.gov](mailto:mayor@aledotx.gov)

**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008

**Mailing Address** – P.O. Box 1, Aledo, Texas, 76008

P-817-441-7016

F-817-441-7520

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---

**From:** Erica Haney <parkseventsdirector@aledotx.gov>

**Sent:** Tuesday, October 18, 2022 10:31 AM

**To:** Mayor Nick Stanley <mayor@aledotx.gov>

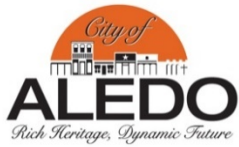
**Subject:** Christmas Tyme in Aledo

Good morning, Nick!

Attached is the participation packet for the community events. The application that needs to be completed is page 5.

Please let me know if you have any questions.

Thank you,



**Erica Haney**

**Director of Parks & Events**

**Email:** [parkseventsdirector@aledotx.gov](mailto:parkseventsdirector@aledotx.gov)

**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008

**Mailing Address** – P.O. Box 1, Aledo, Texas, 76008

Main - 817-441-7016

Direct - 817-631-0343

Mobile - 817-300-0814

Fax - 817-441-7520

[aledotx.gov](http://aledotx.gov)

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## Ashley Castorena

---

**From:** citymanager@aledotx.gov  
**Sent:** Friday, November 4, 2022 2:32 PM  
**To:** Patrick Beachner  
**Subject:** Fwd: Fiber at 104 Maverick - AT&T Pricing

## Ashley Castorena

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Friday, December 9, 2022 8:55 AM  
**To:** Noah Simon; Stephen Slaughter  
**Subject:** FW: Al Hodge

Stephen,

See Noah's email below regarding Al Hodge, who we'll meet with for dinner on Sunday. Almost time to head East, getting excited for the trip!

Thanks,  
Patrick

---

**From:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Sent:** Thursday, December 8, 2022 12:58 PM  
**To:** Patrick Beachner [REDACTED]  
**Subject:** Al Hodge

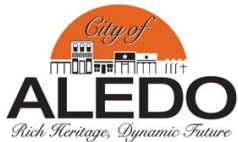
Good afternoon. I hope you are doing well.

Please share this link with Stephen. We will connect with Al Hodge for dinner on Sunday.

<https://hodgeconsultingservices.com/>

Best,

Noah



**Noah A. Simon**  
**City Manager**

**Email:** [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
**Mailing Address** – P.O. Box 1, Aledo, Texas, 76008  
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## Ashley Castorena

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, November 16, 2022 12:55 PM  
**To:** Noah Simon  
**Subject:** RE: Bike group, Rome GA

Good afternoon Noah,

That's great, thanks for sharing all of this info. I look forward to diving into more of this in the time leading up to our trip.

Thanks,  
Patrick

---

**From:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Sent:** Wednesday, November 16, 2022 9:02 AM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Subject:** Bike group, Rome GA

Patrick,

Good morning. I hope you are doing well.

I spoke with Julie Blanton Smith, the president of TRED (Trails for Recreation and Economic Development) in Rome, GA this morning. I worked with her and TRED during my time in GA. We will likely meet with her Sunday afternoon (she's going to be in Roswell for another event) prior to dinner to talk with us about biking, the community and how it can be a catalyst for other development.

The web site for their group is:  
<https://tredromefloyd.com/>

Assuming all tentative appointments hold, you will not have any down time...

The other things you two might want to check out is:

Atlanta Beltline -- <https://beltline.org/>

Halcyon -- <https://www.visithalcyon.com/>

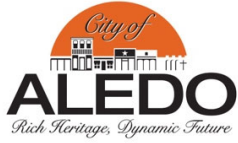
Alpharetta City Center -- <http://www.citycentralpharetta.com/>

Silver Comet Trail -- <https://www.silvercometga.com/>

Dekalb Farmers Market -- <http://www.dekalbfarmersmarket.com/> -- let's discuss this one...there is a real opportunity for this in DFW...

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

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## Ashley Castorena

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Monday, October 24, 2022 3:58 PM  
**To:** Noah Simon  
**Cc:** Stephen Slaughter  
**Subject:** 104 Maverick Lease  
**Attachments:** 104 Maverick Lease.docx

Good afternoon Noah,

Please see the attached lease offer for 104 Maverick St. I believe it matches the terms we've discussed (2.5 years with month-to-month extension options, \$3,500/year without utilities, tenant to pay for utilities – average monthly utility expense including water, gas, and electric for the last year has been \$375/month). I will provide a more detailed breakdown of utility expenses over the last 12 months.

Please let me know if you have any questions or want to make any changes.

We hope we can reach an agreement and provide The City a temporary home!!

Thanks,  
Patrick Beachner  
214-385-5223

**LEASE AGREEMENT**

THE STATE OF TEXAS

COUNTY OF PARKER

This Lease Agreement is entered into between 1882 Partners, LP, whose address is 116 S FM 1187, Aledo, Texas, 76008, hereinafter referred to as "Landlord", and The City of Aledo Texas, whose address is 200 Old Annetta Road, PO Box 1, Aledo, Texas, 76008 hereinafter referred to as "Tenant".

**PREMISES**

1. Landlord leases to Tenant the following described real property and all improvements located thereon:

104 Maverick Street, Aledo, Texas, 76008.

A Tract of land out of the R. C. Eddleman Survey, Abstract No. 438, Parker County, Texas, and a portion of Block 23, of the original Town of Aledo, recorded in Volume 18, Page 400, Deed Records, Parker County, Texas (the "Lease Premises").

**TERM**

2. The term of this Lease is Thirty (30) months, beginning on March 1, 2023 (the "Commencement Date") and ending on August 31, 2025.

**CONSIDERATION**

3. The consideration for this Lease Agreement shall be a total of Eighty-Four Thousand and 00/100 Dollars (\$84,000.00), payable in monthly installments of Three Thousand Five Hundred Dollars and 00/100: The Security Deposit of \$3,500.00 shall be due and payable upon execution of the Lease. Rent payment shall commence on March 1, 2023 and continuing each month, on the first of the month, thereafter until all rent due has been paid pursuant to the terms herein.

**USE**

4. The Lease Premises shall be used for no other purpose than:

General office

Tenant shall not perform any acts or carry on any practices, which may injure the building, or use the premises for any business or purpose, which is unlawful or violative of any public or city ordinances.

**POSSESSION**

5. Tenant acknowledges that Tenant has fully inspected the Lease Premises and on the basis of such inspection, Tenant hereby accepts the Lease Premises, and the building and improvements situated thereon, as suitable for the purposes for which the same are leased. Tenant further accepts the premises in their present condition, with such changes therein as may be caused by reasonable deterioration between the date hereof and the commencement date of this Lease.

No representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of the Lease Premises or as to the condition, or as to the existence or nonexistence of zoning restrictions, easements, dedications, restrictive covenants, deed restrictions, restrictions on use of the Lease Premises, or other similar restrictions which may affect Tenant's intended use of the Lease Premises. Moreover, Landlord has made no representations with regard to remodeling, repairing or decorating the Lease Premises. Landlord makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular use of the Lease Premises.

**MAINTENANCE  
BY LANDLORD**

6. Landlord shall, at Landlord's own expense, maintain only the roof, foundation, underground pipes, all outside plumbing, and the structural soundness of the exterior walls (excluding all windows, window glass, plate glass and all doors) of the building in good repair and condition, except for reasonable wear and tear. Tenant shall give immediate written notice to Landlord of the need for repairs or corrections and Landlord shall proceed promptly to make such corrections. In the event any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's fixtures, inventory, and other property and equipment installed and maintained by Tenant on the Lease Premises to the extent reasonably required by Landlord to make such repairs. Landlord's liability hereunder shall be limited to the costs of such repairs or maintenance.

Landlord and Tenant agree that Landlord is under no duty to and shall have no responsibility for making periodic inspections of the Lease Premises which are under the Tenant's sole control. Landlord shall rely solely on Tenant to report any needed repairs, replacements or maintenance that Landlord is responsible for, and Tenant is to promptly make all other repairs. Landlord's duty to pay for any repairs to the Lease Premises is expressly conditioned upon the receipt of notice from Tenant of any needed repairs, replacements and maintenance.

**MAINTENANCE  
BY TENANT**

7. Tenant shall, at Tenant's own expense and risk, maintain all other parts of the building and other improvements on the Lease Premises in good repair and condition, including, but not limited to, repairs (including all necessary replacements) to the interior plumbing, windows, window glass, plate glass, doors, pest control, HVAC system, fire protection, sprinkler system, and the exterior of the building in general, and the maintenance of the paving outside of the building. In connection there with, Tenant shall obtain written consent from Landlord prior to undertaking any landscaping (including cutting down trees) or before conducting any new landscaping on the Lease Premises. Tenant shall be responsible for the maintenance of the landscaping and the mowing of grass.

In the event Tenant should neglect to reasonably maintain the Lease Premises, Landlord shall have the right (but not the obligation) to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Tenant to Landlord as additional rent on the next rental installment date. Upon termination of this Lease, Tenant shall deliver up the Lease Premises in good repair and condition, ordinary wear and tear excepted. Tenant shall repair any damage caused by Tenant's negligence or default hereunder, or negligence of Tenant's invitees, employees or customers.

**UTILITIES**

8. Landlord covenants that the Lease Premises are served by utilities, but Tenant shall pay all charges incurred for any utility services used on the Lease Premises, including, but not limited to, outside lighting, trash collection, security, water, grounds

maintenance, etc., and shall furnish all electrical light bulbs and tubes.

**SIGNS**

9. Tenant shall not place any signs or other objects upon the roof of the building, or paint or otherwise deface the exterior walls of the building except with prior written approval of Landlord. All signage is subject to Code and any Review Board approvals. Tenant shall remove all signs at termination of the Lease and return the area where the sign(s) were located to the same condition it was prior to Tenant's usage. Such installations and removals shall be made in such manner as to avoid damage, defacement or overloading of the building or other improvements. Landlord shall have the right to control the placing of approved signs upon the exterior of the Lease Premises and of the area surrounding and adjacent to same.

**ALTERATIONS**

10. Tenant shall not create any openings in the roof or the interior and exterior walls, nor make any alterations, additions or improvements, to the Lease Premises without prior written consent of Landlord. Consent for non-structural alteration, additions or improvements shall not be unreasonably withheld by Landlord. All fixtures, including floor coverings and heating and air conditioning equipment, and all alterations, additions and improvements, except trade fixtures installed at the expense of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the Lease Premises as a part thereof at the termination of this Lease. Any and all improvements, alterations and/or additions, whether approved in writing by Landlord or not, shall be performed and done according to the local building codes, including, but not limited to, plumbing codes, electrical codes, and heating and air conditioning codes.

**LIENS**

11. It is expressly agreed that in the event of default by Tenant hereunder, Landlord shall have a contractual lien upon all goods, chattels or personal property of any description belonging to Tenant, which are placed on or become a part of the Lease Premises, as security for Tenant's performance under the Lease, including the payment of all rent



due thereunder, which lien shall not be in lieu of or in any way effect the statutory Landlord's lien given by law, but shall be cumulative thereto; and Tenant hereby grants to Landlord a security interest for such purposes in all such personal property and improvements placed in or on the Lease Premises.

**INDEMNITY AND  
INSURANCE**

12a. Tenant agrees to and does hereby indemnify and hold harmless Landlord from liability for all claims and demands of any kind and character by any person, firm, association, group, government organization or corporation for injuries or damages to persons or property arising out of or in connection with Tenant's use or occupancy of the Lease Premises, or of the adjoining sidewalk, streets or curbs, including Tenant's actions or those of Tenant's agents, servants, employees and sublessees.

b. Tenant agrees, at Tenant's expense, to procure and maintain in force continually during the term of this Lease and any renewals or extensions thereof public liability insurance with companies and through brokers who are licensed to do business in the State of Texas, and which coverage is adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Lease Premises in a minimum amount of \$1,000,000 combined single limit. Such insurance policies shall provide coverage for Landlord's contingent liability on such claims for losses and shall name Landlord as a co-insured. Either the original of such policies, a Certificate of Insurance for each policy or, at Landlord's election, an endorsement on each policy naming the Landlord as an additional insured thereunder shall be delivered to Landlord within ten (10) days of the date of execution of this Lease. Tenant agrees to obtain a written obligation from all insurers to notify Landlord in writing at least thirty (30) days prior to cancellation, change in coverage or refusal to renew any such policies. Tenant agrees that if such insurance coverage is not kept in force during the entire term of this Lease and any renewals or extensions thereof, Landlord may procure the necessary insurance coverage and pay the premiums therefor. Such premiums shall be reimbursed by Tenant to Landlord as an

additional rent installment in the month following the date on which such premiums are paid by Landlord. However, it is expressly understood that procurement by Landlord of any such insurance shall not be deemed to waive or release the default of Tenant, or the right of Landlord at Landlord's option, to recover possession of the Lease Premises by reason of such default as herein provided. Tenant covenants and agrees to pay Landlord any and all damages which Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance as described above.

- c. Tenant shall bear the risk of loss and shall be responsible for obtaining its own insurance coverage on the contents of the building and any improvements Tenant places on the Lease Premises, and to cover any losses occasioned by the negligent or willful acts or omissions of Tenant, or Tenant's agents, employees, or invitees. Tenant further agrees that the waiver of subrogation provision contained herein also applies to Tenant's personal property located on the Lease Premises.
- d. Tenant shall also be responsible for obtaining workers' compensation insurance covering all persons employed by Tenant in connection with any work done on or about the Lease Premises, providing such coverage and in such amounts that satisfies all State of Texas and federal statutory requirements, with respect to which claims for death or bodily injury could be asserted against Landlord or the Lease Premises.
- e. Landlord shall not be liable, and Tenant waives all claim, for injury to or death of persons or damage to or loss of property sustained by Tenant, Tenant's invitees or guests resulting from the building or any part thereof, or any equipment or appurtenances thereto being out of repair, or resulting directly or indirectly from any act or neglect of any lessee or occupant of the building, or any other person or from any other cause whatsoever except the gross negligence of Landlord.

**WAIVER OF  
SUBROGATION  
AGAINST LANDLORD**

- 13. IF ANY LOSS OR DAMAGE OCCURS TO THE PREMISES OR IF ANY LOSS IS INCURRED IN CONNECTION WITH THE LEASE PREMISES, PERSONALTY LOCATED IN, ON, OR UPON THE

LEASE PREMISES BY FIRE OR ANY OTHER PERILS THAT ARE COVERED BY INSURANCE, OR IF THERE IS A LOSS (1) IN CONNECTION WITH ANY OPERATION ON THE PREMISES THAT IS COVERED BY INSURANCE, IS REQUIRED BY THIS LEASE AGREEMENT TO BE COVERED BY INSURANCE, OR COULD BE INSURED AGAINST UNDER A STANDARD POLICY OF FULL INSURABLE REPLACEMENT COST INSURANCE FOR FIRE, THEFT, AND "SPECIAL FORM" OR EQUIVALENT COVERAGE, OR (2) TO ANY PERSONS OR PROPERTY UNDER ANY COMMERCIAL GENERAL LIABILITY POLICIES OR UNDER WORKERS' COMPENSATION LAWS AND BENEFITS, EVEN THOUGH SUCH LOSS MIGHT HAVE BEEN OCCASIONED BY THE NEGLIGENCE OF LANDLORD, ITS AGENTS, PARTNERS OR EMPLOYEES AND REGARDLESS OF THE CAUSE THEREOF, NEITHER TENANT NOR TENANT'S INSURANCE CARRIER, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THEM, MAY SUBROGATE OVER AGAINST LANDLORD OR LANDLORD'S SERVANTS, PARTNERS, EMPLOYEES, AGENTS, VISITORS, OR LICENSEES FOR ANY SUCH DAMAGE OR LOSS SO SUSTAINED, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS RECOVERABLE UNDER SUCH INSURANCE POLICIES OR WOULD HAVE BEEN RECOVERABLE HAD SUCH INSURANCE COVERAGES BEEN IN FORCE AND EFFECT. TENANT AGREES TO USE ISO Form 24 04 10 92 FOR THE WAIVER OF SUBROGATION.

Such waiver will be effective regardless whether such insurance is actually carried. Such waiver will be in addition to and not in limitation or derogation of any other waiver or release contained in this Lease Agreement with respect to any loss of or damage to property of the parties. The foregoing waiver will not apply to property losses or damages in excess of policy limits or to losses or damages not covered by insurance as a result of a deductible in the policy or to any co-insurance penalty that Landlord or Tenant might sustain.

Inasmuch as such waiver will preclude the assignment of any aforesaid claim by way of

subrogation or otherwise to an insurance company (or any other person), Tenant hereby agrees immediately to give written notice of the terms of such waiver to the insurance company that issued the policies of insurance Tenant is required to maintain under this Lease Agreement, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waiver. Tenant also agrees to furnish Landlord with proof of having sent such notification to Tenant's insurance carrier and a copy of any endorsement thereto.

**DAMAGES TO PREMISES**

14. In the event the Lease Premises are partially damaged or destroyed or rendered partially unfit for occupancy due to fire, tornado, wind damage or other casualty, Tenant shall give immediate notice to Landlord who shall thereupon at Landlord's expense repair such damage and restore the premises to substantially the condition existing immediately prior to the occurrence of the casualty; Landlord shall allow Tenant a fair reduction of rent during the time the premises are partially unfit for occupancy. However, if the premises are totally destroyed or deemed by Landlord to be wholly unfit for occupancy due to fire, tornado, wind damage or other casualty, or if Landlord shall decide, in its sole discretion, not to repair or rebuild, the Lease shall terminate and the rent shall be paid to the time of such destruction or casualty.

**REPLACEMENT OF TENANT'S IMPROVEMENTS**

15. In the event the Lease Premises should be destroyed by fire, tornado, wind or other casualty of any kind, or be subject to, either totally or partially, Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures or other improvements which may have been placed on the Lease Premises by Tenant or other lessees.

**ASSIGNMENT**

16. Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublease the Lease Premises, or mortgage, pledge or hypothecate the Lease Premises without Landlord's written consent which shall not be unreasonably withheld; provided, however, in the

event of such assignment, Tenant shall remain liable for all of Tenant's obligations under this Lease. However, Landlord is expressly given the right to assign any or all of Landlord's interest under the terms of this Lease without Tenant's prior consent.

**RENEWAL OPTION**

17. Tenant shall have the right and option to renew the Lease ("Renewal Option") for additional months after the initial Thirty (30) month term. Renewal Option is contingent upon the following: (i) Tenant is not in default beyond any applicable notice and cure period provided for herein at the time Tenant gives Landlord notice of Tenant's intention to exercise the Renewal Option; (ii) upon the Expiration Date, Tenant has no outstanding default beyond any applicable notice and cure period provided for herein; (iii) no event has occurred that upon notice or the passage of time would constitute a default, and (iv) Tenant is occupying the Premises.

Tenant shall exercise the Renewal Option by giving Landlord notice at least three (3) months prior to the Expiration Date of the initial Thirty (30) month term. If Tenant fails to give notice to Landlord prior to the three (3) month period, then Tenant shall forfeit the Renewal Option. If Tenant exercises the Renewal Option, then Landlord's and Tenant's respective rights, duties and obligations shall be governed by the terms and conditions of the Lease, except as provided otherwise herein. Time is of the essence in exercising the Renewal Option. If Tenant chooses to exercise the Renewal Option the Lease will continue on a month to month basis. The Lease can be terminated by either the Tenant or the Landlord during the Renewal Option period by providing to the other Sixty (60) days notice of the decision to terminate the Lease. The lease shall then terminate 60 days after the notice is received.

If Tenant exercises the Renewal Option, all references to the term "Term", as used in the Lease, shall mean the "Option Term". The Basic Rental for the Option Term shall be, at Landlord's discretion, up to twenty percent (20%) more than the previous year's rental rate.

**DEFAULT OF  
TENANT**

18. Failure to pay any rent due hereunder on or before the due date shall be a default by Tenant. In the case of default in any of the other covenants herein, or if Tenant abandons the Lease Premises, or should any person other than Tenant secure possession of the Lease Premises or any part thereof by reason of any receivership of Tenant, or by Tenant's assignment of this Lease for benefit of creditors, or by bankruptcy proceeding involving Tenant, or other operation of law in any manner whatsoever, Landlord may enforce the performance of this Lease in any manner provided by law, or, alternatively, this Lease shall terminate at Landlord's discretion. If such default in rent payment continues for a period of more than five (5) days, this Lease shall terminate at Landlord's option. Landlord's agent or attorney shall have the right, without further notice or demand, to enter and remove all person's and Tenant's property therefrom without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach of covenant; Landlord's agent or attorney may secure possession of the Lease Premises and relet same for the remainder of the term and Tenant shall be liable for any deficiency. Landlord shall have a lien as for security for the aforesaid rent upon all goods, wares, chattels, implements, fixtures, furniture, tools and other personal property, which are or may be put on the Lease Premises. If due to breach or default of Tenant's obligation hereunder it becomes necessary for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, in any such event, any reasonable expenses incurred by Landlord as attorney's fees shall be paid by Tenant. Failure of Landlord to insist in any one or more instances upon the strict performance of the covenants or conditions of the Lease shall not waiver any future breach by Tenant of any of said covenants or conditions.

**TIME OF  
ESSENCE**

19. In all instances where Tenant is required hereunder to pay any sum or perform any act at a particular indicated time or within any indicated period, it is understood that the time is of the essence. However, if the last day of any time period stated herein shall fall on a Saturday, Sunday, legal

or banking holiday, the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, legal or banking holiday.

**RIGHTS AND DUTIES  
OF PARTIES IN EVENT  
OF LITIGATION**

20. Landlord shall not be liable to Tenant or Tenant's employees, agents, or invitees, or to any other person whomever for any injury to persons or damage to property on or about the Lease Premises caused by Tenant, Tenant's agents, employees or invitees, or due to any other cause whatsoever. Tenant agrees to indemnify, defend and hold Landlord harmless from any loss, expense, or claim arising out of such damage or injury. If Landlord is made a party defendant to any litigation concerning this Lease, the Lease Premises or the occupancy thereof by Tenant arising out of the conduct or management of Tenant's business, Tenant shall indemnify Landlord against all liability by reason of such litigation, including reasonable attorney's fees and expense incurred by Landlord in any such litigation, whether or not such litigation is prosecuted to judgment.

**WAIVER OF TRIAL  
BY JURY**

21. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Lease Premises, and any emergency statute or any other statutory remedy. Prior to any trial, Landlord and Tenant agree, should the presiding judge have no objection, to utilize mediation, conducted by a qualified, mutually agreed upon mediator, in an effort to resolve the issues in dispute under the Lease. Landlord and Tenant will share the cost of mediation equally. Landlord and Tenant agree to negotiate in good faith in order to resolve the issues in dispute under the Lease.

**HOLD OVER**

22. In the event Tenant holds over after the expiration of this Lease, Tenant shall be deemed to be occupying said premises as a Tenant from month to month at a monthly rate of 200% of the last monthly

rental amount paid hereunder. Such tenancy shall be subject to all other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. This provision shall not be construed as an extension of this Lease but is to define any holding over, with or without the consent of Landlord.

**RE-DELIVERY**

23. Upon the expiration or termination of this Lease, Landlord shall have the right to immediately re-enter and re-assume possession of the Lease Premises and remove Tenant's property therefrom, and Tenant expressly acknowledges such right. Furthermore, Tenant shall return the Lease Premises to Landlord in as good a condition as the Commencement Date, ordinary wear and tear excepted, and shall deliver to Landlord all keys to the Lease Premises. Tenant agrees to re-deliver the Lease Premises to Landlord in a clean condition and agrees to remove all trash and debris from the Lease Premises.

**RIGHT OF ENTRY**

24. Landlord may enter the Lease Premises, at any time, provided said entering does not unduly disrupt Tenant's business operations, to inspect the Lease Premises and to show said premises to prospective lessees or purchasers. Tenant agrees to give Landlord and/or Landlord's agents or repairmen access to the Lease Premises for the purposes of maintaining and repairing said premises.

**SECURITY DEPOSIT**

25. Prior to commencement of the Lease, Tenant shall pay to Landlord a security deposit in the amount of \$3,500.00 to cover costs of cleaning, repairs and maintenance necessary upon any expiration or termination of the Lease. Said sum shall be held in trust for Tenant. Upon termination of the Lease, Tenant shall, at Tenant's own expense, clean, repair and generally put the premises in the same condition as at commencement of the Lease. In the event Tenant fails to make such maintenance as promised within three (3) days after vacating the premises, Landlord may perform such work or services for Tenant and use the funds held in trust. Landlord shall refund to Tenant any balance held in trust, or charge Tenant an additional sum if



repair or cleaning costs exceed such amount. "Cleaning" as used herein shall include, but not be limited to, general cleanup and pickup of the Lease Premises. Landlord's paid receipts for repairs and/or cleanup work shall be conclusively presumed to be correct.

This security deposit is not a substitute or partial credit for the last month's rental payment. Tenant is obligated to pay the last month's rent, and only upon termination or expiration of this Lease, after payment for any necessary repairs or maintenance, and after deductions for any delinquent penalty or interest, Tenant shall be entitled to any portion of the unused security deposit. If Tenant causes the termination of the Lease prior to its original expiration date or renewal period, Tenant will forfeit the security deposit in total. No offsets, credit or prorations will be due Tenant. However, said forfeiture shall in no way limit any other remedies that Landlord may have under this Lease Agreement or under the laws of the State of Texas.

## CONDEMNATION

- 26a. If, during the term of this Lease or any renewal or extensions thereof, all of the Lease Premises should be taken for any public or quasi-public use under any governmental law, decree, ordinance, regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of the Lease, effective as of the date of the taking of said Lease Premises by the condemning authority, and there shall be refunded to Tenant any portion of prepaid rent covering the period subsequent to such date of taking.
- b. If less than all of the Lease Premises shall be taken for any public or quasi-public use under any governmental law, decree, ordinance, regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall not automatically terminate and Landlord may, at Landlord's sole option, restore and reconstruct the building and other improvements situated on the Lease Premises, provided such restoration as reconstruction shall make same reasonably

habitable and suitable for the uses for which the premises are leased.

- c. In the event Landlord elects not to restore and reconstruct such building and other improvements, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of the taking of the Lease Premises by the condemning authority.
- d. Landlord shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, including without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned. Tenant hereby assigns to Landlord any award that may be made in condemnation or other taking, together with any and all rights of Tenant now or hereafter arising to all or part of the award; provided, however, nothing contained herein shall be deemed to give Landlord any interest in, or require Tenant to assign to Landlord, any award made to Tenant specifically for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, or the interruption of or damage to Tenant's business.

**RELEASES**

- 27. Tenant waives all claims of any kind, including those arising under common law, legislation or this Lease, and same are barred unless Landlord is given written notice within thirty (30) days after the event, action or inaction to which such claim relates specifically identifying the complaint. If Tenant commences an action against Landlord and Tenant's claim does not prevail, Tenant will reimburse Landlord for reasonable attorney's fees and other costs incurred in preparation for or on account of such litigation. The provisions of this section shall survive any termination, cancellation or expiration of this Lease, however arising.

**RECOURSE  
LIMITATION**

- 28. Tenant specifically agrees to look solely to Landlord's interest in the Lease Premises in the recovery of any judgment from the Landlord. The provisions contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord.

**LANGUAGE**

29. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural unless the context otherwise requires.

**GENERAL RULES OF CONSTRUCTION**

30. This Lease shall not be strictly construed against either Landlord or Tenant. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity. Except as otherwise specifically provided, each provision hereof shall be deemed both a covenant and a condition. The parties acknowledge that each party (and its counsel, if any) has had the opportunity to review and revise this Lease, and the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments hereto.

**CAPTIONS**

31. The headings and captions contained in this Lease are inserted for convenience only and are not deemed to be a part of or to be used in construing this Lease. The captions in no way define, describe, limit the scope or the intent of this Lease or any provisions hereof.

**SUCCESSORS**

32. The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including, but not limited to, any notice required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

**NOTICES**

33. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when hand delivered, sent by facsimile, deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to parties hereto at

the respective addresses set out above, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

**SPECIAL PROVISIONS**

34. If Landlord, for any reason whatsoever, cannot deliver possession at the start of the term as hereinbefore specified, this Lease shall not be null and voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; but in that event, there shall be a proportionate reduction of rent covering the period between the commencement of the term and the time when Landlord can deliver possession. The term of this Lease shall not be extended by such delay.
35. A late charge of fifteen percent (15%) of the rent due shall be charged if the rent payment is not received in the Landlord's office within five (5) days after the due date. Tenant's right of possession and all of Landlord's obligations are expressly contingent on prompt payment of rent, and the use of the premises by Tenant is obtained only if, and on the condition that, the rent is paid on time. Payment of rent shall be an independent covenant. All monies received by Landlord shall be applied first to non-rent obligations of Tenant, then to rent, regardless of any notations on checks. Monthly rent shall be paid by a single check or, at Landlord's option, by money order.
36. Tenant and Tenant's employees, clients, agents, customers and invitees shall comply with all rules and regulations now and hereinafter promulgated by Landlord. Tenant agrees to obey all laws and ordinances applicable to the premises and to engage in no activities in or on the premises of an illegal nature, purpose or intent. Tenant further agrees that Tenant's representatives, agents, customers, employees or invitees shall not disturb the rights, comforts and convenience of other tenants or neighbors in close proximity to the Lease Premises. Tenant's use of the premises shall not endanger the health or disturb the reasonable enjoyment of any other owner or occupant or the local neighborhood in general.
37. Tenant shall not change or add any new locks to the premises unless Tenant provides Landlord with a

key thereto. If Landlord must forcibly enter the premises because Tenant fails to provide said key, Tenant shall be responsible for any locksmith or repair bills related to said entry.

38. Tenant assumes responsibility for properly draining the exterior plumbing in advance of a below freezing weather event.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**LANDLORD**

1882 Partners, LP

By: 1882 Partners, LLC, General Partner

By: \_\_\_\_\_  
\_\_\_\_\_, Member

**TENANT**

The City of Aledo

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## Ashley Castorena

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**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, November 30, 2022 12:51 PM  
**To:** Noah Simon  
**Subject:** City Hall Lease  
**Attachments:** RL.104 Maverick Lease Final.docx; RL.104 Maverick Lease Final.pdf

Hi Noah,

Please see the attached final version of the lease agreement (in Word and PDF format). I believe this document reflects our discussion this morning with all outstanding redlines accepted aside from the Section 13 Subrogation language. Please let me know if anything looks off to you.

Thanks for all of your work in getting the agreement to this point! We're excited to have you and The City as neighbors in downtown Aledo!

Thanks again,  
Patrick

**LEASE AGREEMENT**

**THE STATE OF TEXAS**

**COUNTY OF PARKER**

This Lease Agreement (the "Lease") is entered into between 1882 Partners, LP, whose address is 116 S FM 1187, Aledo, Texas, 76008, hereinafter referred to as "Landlord," and the City of Aledo Texas, whose address is 200 Old Annetta Road, PO Box 1, Aledo, Texas, 76008, hereinafter referred to as "Tenant."

**PREMISES**

1. Landlord leases to Tenant the following described real property and all improvements located thereon:

104 Maverick Street, Aledo, Texas, 76008.

A Tract of land out of the R. C. Eddleman Survey, Abstract No. 438, Parker County, Texas, and a portion of Block 23, of the original Town of Aledo, recorded in Volume 18, Page 400, Deed Records, Parker County, Texas (the "Lease Premises").

**TERM**

2. The term of this Lease is twenty-four (24) months, beginning on March 1, 2023 (the "Commencement Date"), and ending on February 28, 2025.

**CONSIDERATION**

3. The consideration for this Lease shall be a total of Eighty-Four Thousand and 00/100 Dollars (\$84,000.00), payable in monthly installments of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00). A Security Deposit of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) shall be due and payable upon execution of the Lease. The monthly rent payment shall commence on March 1, 2023, and continuing each month, on the first of the month, thereafter until all rent due has been paid pursuant to the terms herein.

The obligations of Tenant to make payments to Landlord pursuant to this Lease are subject to appropriation by the Aledo City Council of funds that are lawfully available to be applied for such purpose. If the City Council fails to make an appropriation for payments prior to the beginning of a fiscal period of the City of Aledo, Tenant may terminate this Lease. Tenant may terminate this Agreement by providing written notice of such termination to Landlord not less than thirty (30) days prior to the first day of any fiscal

year period during which payments are scheduled. For purposes of this clause, the fiscal year begins on October 1st of each year.

**USE**

4. The Lease Premises shall be used for no other purpose than:

General office.

Tenant shall not perform any acts or carry on any practices that may injure the building, or use the Lease Premises for any business or purpose that is unlawful or violative of any public or city ordinance.

**POSSESSION**

5. Tenant acknowledges that Tenant has fully inspected the Lease Premises and, on the basis of such inspection, Tenant hereby accepts the Lease Premises, and the building and improvements situated thereon, as suitable for the purposes for which the same are leased. Tenant further accepts the Lease Premises in their present condition, with such changes therein as may be caused by reasonable deterioration between the date hereof and the commencement date of this Lease.

No representation, statement, or warranty, express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of the Lease Premises or as to the existence or nonexistence of zoning restrictions, easements, dedications, restrictive covenants, deed restrictions, restrictions on use of the Lease Premises, or other similar restrictions that may affect Tenant's intended use of the Lease Premises. Moreover, Landlord has made no representations with regard to remodeling, repairing, or decorating the Lease Premises. Landlord makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular use of the Lease Premises.

**MAINTENANCE  
BY LANDLORD**

6. Landlord shall, at Landlord's own expense, maintain only the roof, foundation, underground pipes, all plumbing, HVAC system, fire protection, sprinkler system, and the exterior of the building in general, The maintenance of the paving outside of the building, and the structural soundness of the exterior walls (excluding all windows, window



glass, plate glass, and all doors) of the building in good repair and condition, except for reasonable wear and tear. Tenant shall give immediate written notice to Landlord of the need for repairs or corrections and Landlord shall proceed promptly to make such repairs and/or corrections. In the event any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's fixtures, inventory, and other property and equipment installed and maintained by Tenant on the Lease Premises to the extent reasonably required by Landlord to make such repairs. Landlord's liability hereunder shall be limited to the costs of such repairs or maintenance.

Landlord and Tenant agree that Landlord is under no duty to, and shall have no responsibility for, making periodic inspections of the Lease Premises, which are under the Tenant's sole control. Landlord shall rely solely on Tenant to report any needed repairs, replacements, or maintenance that Landlord is responsible for, and Tenant is to promptly make all other repairs. Landlord's duty to pay for any repairs to the Lease Premises is expressly conditioned upon the receipt of written notice from Tenant of any needed repairs, replacements, and maintenance.

Landlord and Tenant agree that Landlord may repair items in the most cost-efficient manner possible and may not restore items repaired to the original condition.

**MAINTENANCE  
BY TENANT**

7. Tenant shall, at Tenant's own expense and risk, maintain all other parts of the building and other improvements on the Lease Premises in good repair and condition, including, but not limited to, repairs (including all necessary replacements) to the windows, window glass, plate glass, doors, and pest control. In connection therewith, Tenant shall obtain written consent from Landlord prior to undertaking any landscaping (including cutting down trees) or before conducting any new landscaping on the Lease Premises. Tenant shall be responsible for the maintenance of the landscaping and the mowing of grass.

In the event Tenant should neglect to reasonably maintain the Lease Premises, Landlord shall

provide notice to Tenant of necessary repairs. If Tenant has not made a good faith effort to make repairs within ten (10) days, Landlord shall have the right (but not the obligation) to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Tenant to Landlord as additional rent on the next rental installment date. Upon termination of this Lease, Tenant shall deliver the Lease Premises in good repair and condition, ordinary wear and tear excepted. Tenant shall repair any damage caused by Tenant's negligence or default hereunder, or negligence of Tenant's invitees, employees, or customers.

**UTILITIES**

8. Landlord covenants that the Lease Premises are served by utilities, but Tenant shall pay all charges incurred for any utility services used on the Lease Premises, including, but not limited to, outside lighting, trash collection, security, water, grounds maintenance, etc., and shall furnish all electrical light bulbs and tubes.

**SIGNS**

9. Tenant shall not place any signs or other objects upon the roof of the building, or paint, or otherwise deface the exterior walls of the building except with prior written approval of Landlord. All signage is subject to Code and any Review Board approvals. Tenant shall remove all signs at termination of the Lease and return the area where the sign(s) were located to the same condition it was prior to Tenant's usage. Such installations and removals shall be made in such manner as to avoid damage, defacement, or overloading of the building or other improvements. Landlord shall have the right to control the placing of approved signs upon the exterior of the Lease Premises and of the area surrounding and adjacent to same.

**ALTERATIONS**

10. Tenant shall not create any openings in the roof or the interior and exterior walls, nor make any alterations, additions, or improvements to the Lease Premises without prior written consent of Landlord. Consent for non-structural alteration, additions, or improvements shall not be unreasonably withheld by Landlord. All fixtures, including floor coverings and heating and air conditioning equipment, and all alterations,

additions, and improvements, except trade fixtures, installed at the expense of Tenant shall become the property of Landlord and shall remain upon and be surrendered with the Lease Premises as a part thereof at the termination of this Lease. Any and all improvements, alterations, and/or additions, whether approved in writing by Landlord or not, shall be performed and done according to the local building codes, including, but not limited to, plumbing codes, electrical codes, and heating and air conditioning codes.

**LIENS**

- 11. It is expressly agreed that in the event of default by Tenant hereunder, Landlord shall have a contractual lien upon all goods, chattels, or personal property of any description belonging to Tenant, which are placed on or become a part of the Lease Premises, as security for Tenant's performance under the Lease, including the payment of all rent due thereunder, which lien shall not be in lieu of or in any way affect the statutory Landlord's lien given by law, but shall be cumulative thereto; and Tenant hereby grants to Landlord a security interest for such purposes in all such personal property and improvements placed in or on the Lease Premises.

**INDEMNITY AND INSURANCE**

- 12a. To the extent permitted by law, Tenant agrees to and does hereby indemnify and hold harmless Landlord from liability for all claims and demands of any kind and character by any person, firm, association, group, government organization or corporation for injuries or damages to persons or property arising out of or in connection with Tenant's use or occupancy of the Lease Premises, or of the adjoining sidewalk, streets or curbs, including Tenant's actions or those of Tenant's agents, servants, employees and sublessees.
- b. Tenant agrees, at Tenant's expense, to procure and maintain in force continually during the term of this Lease, and any renewals or extensions thereof, public liability insurance with companies and through brokers who are licensed to do business in the State of Texas, and which coverage is adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Lease Premises in a

minimum amount of \$1,000,000 combined single limit. Such insurance policies shall provide coverage for Landlord's contingent liability on such claims for losses and shall name Landlord as a co-insured. Either the original of such policies, a Certificate of Insurance for each policy or, at Landlord's election, an endorsement on each policy naming the Landlord as an additional insured thereunder shall be delivered to Landlord within ten (10) days of the date of execution of this Lease. Tenant agrees to obtain a written obligation from all insurers to notify Landlord in writing at least thirty (30) days prior to cancellation, change in coverage or refusal to renew any such policies. Tenant agrees that if such insurance coverage is not kept in force during the entire term of this Lease and any renewals or extensions thereof, Landlord may procure the necessary insurance coverage and pay the premiums therefor. Such premiums shall be reimbursed by Tenant to Landlord as an additional rent installment in the month following the date on which such premiums are paid by Landlord. However, it is expressly understood that procurement by Landlord of any such insurance shall not be deemed to waive or release the default of Tenant, or the right of Landlord at Landlord's option, to recover possession of the Lease Premises by reason of such default as herein provided. Tenant covenants and agrees to pay Landlord any and all damages which Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance as described above.

c. Tenant shall bear the risk of loss and shall be responsible for obtaining its own insurance coverage on the contents of the building and any improvements Tenant places on the Lease Premises, and to cover any losses occasioned by the negligent or willful acts or omissions of Tenant, or Tenant's agents, employees, or invitees. Tenant further agrees that the waiver of subrogation provision contained herein also applies to Tenant's personal property located on the Lease Premises.

d. Tenant shall also be responsible for obtaining workers' compensation insurance covering all persons employed by Tenant in connection with any work done on or about the Lease Premises, providing such coverage and in such amounts that satisfies all State of Texas and federal statutory

requirements, with respect to which claims for death or bodily injury could be asserted against Landlord or the Lease Premises.

- e. Landlord shall not be liable, and Tenant waives all claim, for injury to or death of persons or damage to or loss of property sustained by Tenant, Tenant's invitees or guests resulting from the building or any part thereof, or any equipment or appurtenances thereto being out of repair, or resulting directly or indirectly from any act or neglect of any lessee or occupant of the building, or any other person or from any other cause whatsoever except the gross negligence of Landlord.

**WAIVER OF  
SUBROGATION  
AGAINST LANDLORD**

- 13 IF ANY LOSS OR DAMAGE OCCURS TO THE LEASE PREMISES OR IF ANY LOSS IS INCURRED IN CONNECTION WITH THE LEASE PREMISES, PERSONALTY LOCATED IN, ON, OR UPON THE LEASE PREMISES BY FIRE OR ANY OTHER PERILS THAT ARE COVERED BY INSURANCE, OR IF THERE IS A LOSS (1) IN CONNECTION WITH ANY OPERATION ON THE LEASE PREMISES THAT IS COVERED BY INSURANCE, IS REQUIRED BY THIS LEASE AGREEMENT TO BE COVERED BY INSURANCE, OR COULD BE INSURED AGAINST UNDER A STANDARD POLICY OF FULL INSURABLE REPLACEMENT COST INSURANCE FOR FIRE, THEFT, AND "SPECIAL FORM" OR EQUIVALENT COVERAGE, OR (2) TO ANY PERSONS OR PROPERTY UNDER ANY COMMERCIAL GENERAL LIABILITY POLICIES OR UNDER WORKERS' COMPENSATION LAWS AND BENEFITS, EVEN THOUGH SUCH LOSS MIGHT HAVE BEEN OCCASIONED BY THE NEGLIGENCE OF LANDLORD, ITS AGENTS, PARTNERS OR EMPLOYEES AND REGARDLESS OF THE CAUSE THEREOF, NEITHER TENANT NOR TENANT'S INSURANCE CARRIER, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THEM, MAY SUBROGATE OVER AGAINST LANDLORD OR LANDLORD'S SERVANTS, PARTNERS, EMPLOYEES,

AGENTS, VISITORS, OR LICENSEES FOR ANY SUCH DAMAGE OR LOSS SO SUSTAINED, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS RECOVERABLE UNDER SUCH INSURANCE POLICIES OR WOULD HAVE BEEN RECOVERABLE HAD SUCH INSURANCE COVERAGES BEEN IN FORCE AND EFFECT. TENANT AGREES TO USE ISO Form 24 04 10 92 FOR THE WAIVER OF SUBROGATION.

Such waiver will be effective regardless whether such insurance is actually carried. Such waiver will be in addition to and not in limitation or derogation of any other waiver or release contained in this Lease Agreement with respect to any loss of or damage to property of the parties. The foregoing waiver will not apply to property losses or damages in excess of policy limits or to losses or damages not covered by insurance as a result of a deductible in the policy or to any co-insurance penalty that Landlord or Tenant might sustain.

Inasmuch as such waiver will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), Tenant hereby agrees immediately to give written notice of the terms of such waiver to the insurance company that issued the policies of insurance Tenant is required to maintain under this Lease Agreement, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waiver. Tenant also agrees to furnish Landlord with proof of having sent such notification to Tenant's insurance carrier and a copy of any endorsement thereto.

**DAMAGES TO  
PREMISES**

14. In the event the Lease Premises are partially damaged or destroyed or rendered partially unfit for occupancy due to fire, tornado, wind damage, or other casualty, Tenant shall give immediate notice to Landlord who shall thereupon, at Landlord's expense, repair such damage and restore the Lease

Premises to substantially the condition existing immediately prior to the occurrence of the casualty; Landlord shall allow Tenant a fair reduction of rent during the time the Lease Premises are partially unfit for occupancy. However, if the Lease Premises are totally destroyed or deemed by Landlord to be wholly unfit for occupancy due to fire, tornado, wind damage, or other casualty, or if Landlord shall decide, in its sole discretion, not to repair or rebuild, the Lease shall terminate and the rent shall be paid up to the time of such destruction or casualty.

**REPLACEMENT  
OF TENANT'S  
IMPROVEMENTS**

15. In the event the Lease Premises should be destroyed by fire, tornado, wind, or other casualty of any kind, or be subject to, either totally or partially, Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures, or other improvements that may have been placed on the Lease Premises by Tenant or other lessees.

**ASSIGNMENT**

16. Tenant shall not assign or, in any manner, transfer this Lease or any estate or interest therein, or sublease the Lease Premises, or mortgage, pledge, or hypothecate the Lease Premises without Landlord's written consent, which shall not be unreasonably withheld; provided, however, in the event of such assignment, Tenant shall remain liable for all of Tenant's obligations under this Lease. However, Landlord is expressly given the right to assign any or all of Landlord's interest under the terms of this Lease after providing prior written notice to Tenant.

**RENEWAL OPTION**

17. Tenant shall have the right and option to renew the Lease ("Renewal Option") for additional six (6) month term after the initial Twenty-four 24 (24) month term. Renewal Option is contingent upon the following: (i) Tenant is not in default beyond any applicable notice and cure period provided for herein at the time Tenant gives Landlord notice of Tenant's intention to exercise the Renewal Option; (ii) upon the Expiration Date, Tenant has no outstanding default beyond any applicable notice and cure period provided for herein; (iii) no event has occurred that, upon notice or the passage of

time, would constitute a default; and (iv) Tenant is occupying the Lease Premises.

Tenant shall exercise the Renewal Option by giving Landlord notice at least three (3) months prior to the Expiration Date of the initial twenty-four (24) month term. If Tenant fails to give notice to Landlord prior to the three (3) month period, then Tenant shall forfeit the Renewal Option. If Tenant exercises the Renewal Option, then Landlord's and Tenant's respective rights, duties, and obligations shall be governed by the terms and conditions of the Lease, except as provided otherwise herein. Time is of the essence in exercising the Renewal Option. If Tenant chooses to exercise the Renewal Option the Lease will continue for an additional six (6) month term at which point in time the Lease will terminate..

If Tenant exercises the Renewal Option, all references to the term "Term," as used in this Lease, shall then mean the "Option Term." The Basic Rental for the Option Term shall be, at Landlord's discretion, up to twenty percent (20%) more than the previous year's rental rate.

**DEFAULT OF  
TENANT**

18. Failure to pay any rent due hereunder on or before the due date shall be a default by Tenant. In the case of default in any of the other covenants herein, or if Tenant abandons the Lease Premises, or should any person other than Tenant secure possession of the Lease Premises or any part thereof by reason of any receivership of Tenant, or by Tenant's assignment of this Lease for benefit of creditors, or by bankruptcy proceeding involving Tenant, or other operation of law in any manner whatsoever, Landlord may enforce the performance of this Lease in any manner provided by law, or, alternatively, this Lease shall terminate at Landlord's discretion. If such default in rent payment continues for a period of more than five (5) days, this Lease shall terminate at Landlord's option. Landlord's agent or attorney may secure possession of the Lease Premises and relet same for the remainder of the term, and Tenant shall be liable for any deficiency. Landlord shall have a lien as for security for the aforesaid rent upon all goods, wares, chattels, implements, fixtures, furniture, tools, and other personal property, which are or



may be put on the Lease Premises. If due to breach or default of Tenant's obligation hereunder it becomes necessary for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, in any such event, any reasonable expenses incurred by Landlord as attorney's fees shall be paid by Tenant. Failure of Landlord to insist in any one or more instances upon the strict performance of the covenants or conditions of the Lease shall not waive any future breach by Tenant of any of said covenants or conditions.

**TIME OF  
ESSENCE**

19. In all instances where Tenant is required hereunder to pay any sum or perform any act at a particular indicated time, or within any indicated period, it is understood that time is of the essence. However, if the last day of any time period stated herein shall fall on a Saturday, Sunday, legal or banking holiday, the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, legal or banking holiday.

**RIGHTS AND DUTIES  
OF PARTIES IN EVENT  
OF LITIGATION**

20. Landlord shall not be liable to Tenant or Tenant's employees, agents, or invitees, or to any other person whomever for any injury to persons or damage to property on or about the Lease Premises caused by Tenant, Tenant's agents, employees, or invitees. or due to any other cause whatsoever. Tenant agrees to indemnify, defend and hold Landlord harmless from any loss, expense, or claim arising out of such damage or injury. If Landlord is made a party defendant to any litigation concerning this Lease, the Lease Premises or the occupancy thereof by Tenant arising out of the conduct or management of Tenant's business, Tenant shall indemnify Landlord against all liability by reason of such litigation, including reasonable attorney's fees and expense incurred by Landlord in any such litigation, whether or not such litigation is prosecuted to judgment.

**WAIVER OF TRIAL  
BY JURY**

21. Prior to any trial, Landlord and Tenant agree, should the presiding judge have no objection, to utilize non-binding mediation, conducted by a

qualified, mutually agreed upon mediator, in an effort to resolve the issues in dispute under the Lease. Landlord and Tenant will share the cost of mediation equally. Landlord and Tenant agree to negotiate in good faith in order to resolve the issues in dispute under the Lease.

**HOLD OVER**

22. In the event Tenant holds over after the expiration of this Lease, Tenant shall be deemed to be occupying said Lease Premises as a Tenant from month to month, at a monthly rate, which is 20% more than the last monthly rental amount paid. Such tenancy shall be subject to all other conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month to month tenancy. This provision shall not be construed as an extension of this Lease, but is to define any holding over, with or without the consent of Landlord.

**RE-DELIVERY**

23. Upon the expiration or termination of this Lease, Landlord shall have the right to immediately re-enter and re-assume possession of the Lease Premises and remove Tenant's property therefrom, and Tenant expressly acknowledges such right. Furthermore, Tenant shall return the Lease Premises to Landlord in as good a condition as the Commencement Date, ordinary wear and tear excepted, and shall deliver to Landlord all keys to the Lease Premises. Tenant agrees to re-deliver the Lease Premises to Landlord in a clean condition and agrees to remove all trash and debris from the Lease Premises.

**RIGHT OF ENTRY**

24. Landlord may enter the Lease Premises, at any time, provided said entering does not unduly disrupt Tenant's business operations, to inspect the Lease Premises. Landlord agrees to provide Tenant twenty-four (24) hours' notice prior to entering Lease Premises for the purpose of showing said Lease Premises to prospective lessees or purchasers. Tenant agrees to give Landlord and/or Landlord's agents or repairmen access to the Lease Premises for the purposes of maintaining and repairing said Lease Premises.

**SECURITY DEPOSIT**

25. Prior to commencement of the Lease, Tenant shall pay to Landlord a security deposit in the amount of \$3,500.00 to cover costs of cleaning, repairs, and maintenance necessary upon any expiration or termination of the Lease. Said sum shall be held in trust for Tenant. Upon termination of the Lease, Tenant shall, at Tenant's own expense, clean, repair, and generally put the Lease Premises in the same condition as it was at commencement of the Lease. In the event Tenant fails to make such maintenance as promised within three (3) days after vacating the Lease Premises, Landlord may perform such work or services for Tenant and use the funds held in trust. Landlord shall refund to Tenant any balance held in trust, or charge Tenant an additional sum if repair or cleaning costs exceed such amount. "Cleaning" as used herein shall include, but not be limited to, general cleanup and pickup of the Lease Premises. Landlord shall provide an accounting, including paid receipts for any repairs and/or cleanup charged against Tenant's security deposit. Landlord shall not charge Tenant for cleaning, repair, or maintenance caused by ordinary wear and tear.

This security deposit is not a substitute or partial credit for the last month's rental payment. Tenant is obligated to pay the last month's rent, and only upon termination or expiration of this Lease, after payment for any necessary repairs or maintenance, and after deductions for any delinquent penalty or interest, Tenant shall be entitled to any portion of the unused security deposit. If Tenant causes the termination of the Lease prior to its original expiration date or renewal period, Tenant will forfeit the security deposit to the extent Landlord is unable to subsequently lease the Lease Premises. No offsets, credit, or prorations will be due Tenant. However, said forfeiture shall in no way limit any other remedies that Landlord may have under this Lease or under the laws of the State of Texas.

**CONDEMNATION**

26a. If, during the term of this Lease or any renewal or extensions thereof, all of the Lease Premises should be taken for any public or quasi-public use under any governmental law, decree, ordinance, regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the

rent shall be abated during the unexpired portion of the Lease, effective as of the date of the taking of said Lease Premises by the condemning authority, and there shall be refunded to Tenant any portion of prepaid rent covering the period subsequent to such date of taking.

b. If less than all of the Lease Premises shall be taken for any public or quasi-public use under any governmental law, decree, ordinance, regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall not automatically terminate and Landlord may, at Landlord's sole option, restore and reconstruct the building and other improvements situated on the Lease Premises, provided such restoration as reconstruction shall make same reasonably habitable and suitable for the uses for which the Lease Premises are leased.

c. In the event Landlord elects not to restore and reconstruct such building and other improvements, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of the taking of the Lease Premises by the condemning authority.

d. Landlord shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, including without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned. Tenant hereby assigns to Landlord any award that may be made in condemnation or other taking, together with any and all rights of Tenant now or hereafter arising to all or part of the award; provided, however, nothing contained herein shall be deemed to give Landlord any interest in, or require Tenant to assign to Landlord, any award made to Tenant specifically for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, or the interruption of or damage to Tenant's business.

## **RELEASES**

27. Tenant waives all claims of any kind, including those arising under common law, legislation or this Lease, and same are barred unless Landlord is given written notice within thirty (30) days Tenant

receives knowledge of the event, action or inaction to which such claim relates specifically identifying the complaint.

In the event either Party brings litigation to enforce their rights under this Lease, the prevailing party to such action will be entitled to attorney's fees and costs. The provisions of this section shall survive any termination, cancellation, or expiration of this Lease, however arising.

**RECOURSE  
LIMITATION**

28. Tenant specifically agrees to look solely to Landlord's interest in the Lease Premises in the recovery of any judgment from the Landlord. The provisions contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord.

**LANGUAGE**

29. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural unless the context otherwise requires.

**GENERAL RULES OF  
CONSTRUCTION**

30. This Lease shall not be strictly construed against either Landlord or Tenant. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies at law or in equity. Except as otherwise specifically provided, each provision hereof shall be deemed both a covenant and a condition. The parties acknowledge that each party and its counsel, if any has had the opportunity to review and revise this Lease, and the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments hereto.

**CAPTIONS**

31. The headings and captions contained in this Lease are inserted for convenience only and are not deemed to be a part of or to be used in construing this Lease. The captions in no way define, describe, limit the scope or the intent of this Lease or any provisions hereof.

## SUCCESSORS

32. The terms, conditions, and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including, but not limited to, any notice required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

## NOTICES

33. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when hand delivered, sent by facsimile, deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to parties hereto at the respective addresses set out above, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

## SPECIAL PROVISIONS

34. If Landlord, for any reason whatsoever, cannot deliver possession at the start of the term as hereinbefore specified, this Lease is voidable at the Tenant's discretion. Should Tenant choose to maintain this Lease, there shall be a proportionate reduction of rent covering the period between the commencement of the term and the time when Landlord delivers possession. The term of this Lease shall not be extended by such delay.
35. A late charge of fifteen percent (15%) of the rent due shall be charged if the rent payment is not received in the Landlord's office within five (5) days after the due date. Tenant's right of possession and all of Landlord's obligations are expressly contingent on prompt payment of rent, and the use of the Lease Premises by Tenant is obtained only if, and on the condition that, the rent is paid on time. Payment of rent shall be an independent covenant. All monies received by Landlord shall be applied first to non-rent obligations of Tenant, then to rent, regardless of any notations on checks. Monthly rent shall be

paid by a single check or, at Landlord's option, by money order.

36. Tenant and Tenant's employees, clients, agents, customers, and invitees shall comply with all rules and regulations now and hereinafter promulgated by Landlord. Tenant agrees to obey all laws and ordinances applicable to the Lease Premises and to engage in no activities in or on the Lease Premises of an illegal nature, purpose, or intent. Tenant further agrees that Tenant's representatives, agents, customers, employees, or invitees shall not disturb the rights, comforts, and convenience of other tenants or neighbors in close proximity to the Lease Premises. Tenant's use of the Lease Premises shall not endanger the health or disturb the reasonable enjoyment of any other owner or occupant or the local neighborhood in general.
37. Tenant shall not change or add any new locks to the Lease Premises unless Tenant provides Landlord with a key thereto. If Landlord must forcibly enter the Lease Premises because Tenant fails to provide said key, Tenant shall be responsible for any locksmith or repair bills related to said entry.
38. Tenant assumes responsibility for properly draining the exterior plumbing in advance of a below freezing weather event.

SURVIVAL

39. This Lease will be governed by, and construed in accordance with, the laws of the State of Texas without reference to principles of conflicts of laws thereof. Each party hereby agrees to submit to the exclusive jurisdiction of any state or federal court in Parker County, Texas in respect to any dispute, action, suit, or proceeding arising out of this Lease.

VENUE

40. In the event that a court of competent jurisdiction determines that any portion of this Lease is unenforceable, void, invalid, or inoperative, the remaining provisions of this Lease shall not be affected and shall continue in effect as though such invalid provisions were deleted.

ENTIRE AGREEMENT

41. This Lease constitutes the entire agreement between Landlord and Tenant and supersedes all

prior written or oral understandings. This Lease may be amended only by the written agreement of the parties.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**LANDLORD**

1882 Partners, LP

By: 1882 Partners, LLC, General Partner

By: \_\_\_\_\_  
\_\_\_\_\_, Member

**TENANT**

The City of Aledo

By: \_\_\_\_\_  
Title: \_\_\_\_\_



## Ashley Castorena

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**From:** Patrick Beachner [REDACTED]  
**Sent:** Friday, November 4, 2022 12:14 PM  
**To:** Noah Simon  
**Subject:** Fiber at 104 Maverick - AT&T Pricing  
**Attachments:** ADI brief.pdf; ADI SLA's.pdf

Good afternoon Noah,

Thanks for sharing the news about City Council's support for renting 104 Maverick Street. We are excited about the prospect of giving The City a home during your transition into the new City Hall.

I spoke with AT&T regarding pulling fiber to 104 Maverick. Good news – it will be no problem to bring a dedicated fiber line to 104 Maverick. We've been speaking with Bryant Kilkenny who would be the account manager should The City decide to open a new account at this address. I'm not sure if you could simply transition your existing account over to this new address.

Bryant shared a bit about pricing...without knowing what you currently pay for fiber at the existing city hall, I have no reaction to these estimated prices, which vary based on speed. Bryant says that these prices would be the same even if the previous tenant already had fiber pulled to the property. In other words, you would not be absorbing the price of installing fiber, these rates are simply the cost of having fiber at the building.

Please let me know what you think. Here is the email from Bryant at AT&T from this morning:

“AT&T offers an enterprise level solution called AT&T Dedicated Fiber. The fiber is 100% dedicated, managed, and symmetrical with full SLAs guaranteeing 99.9995% uptime, 24/7 US-based support, and proactive router monitoring. If there is a detected issue or outage, we proactively open a ticket for you. We guarantee on-site repair to fix an outage within 6 hours (if it can't be fixed remotely) along with monetary QOS reimbursement for outages lasting longer than a certain period of time that incur losses for your business. In regards to equipment costs, if wireless connectivity is necessary we will need to implement an access point which is \$35 per month. You would also need a switch that is also \$35. One switch can handle up to 4 access points.

- 10Mbps x 10Mbps = \$471.28/mo.
- 20Mbps x 20Mbps = \$523.86/mo.
- 50Mbps x 50Mbps = \$590.85/mo.
- 100Mbps x 100Mbps = \$806.90/mo.
- 150Mbps x 150Mbps = \$846.70/mo
- 250Mbps x 250Mbps = \$1213.60/mo.
- 500Mbps x 500Mbps = \$1400.40/mo.

- 1Gbps x 1Gbps = \$1562.60/mo.

Being a fully managed security service provider, we can also provide state of the art network security services for your business. If it has been more than 90 days since your last vulnerability scan, I can arrange one for you. Our Cyber Threat Assessment Report will provide you detailed information as to how prepared your network is detect, prevent, and respond to today's cyber-threats."

Thanks,  
Patrick

## Ashley Castorena

---

**From:** Patrick Beachner <[REDACTED]>  
**Sent:** Thursday, October 27, 2022 8:58 AM  
**To:** Noah Simon  
**Cc:** Stephen Slaughter; Amy Bridges  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

Thank you for the response.

After our meeting this morning I've been looking into fiber optic for downtown. Forgive me, this is outside my area of expertise – I was incorrect this morning, our office does not have fiber optic. It is hard-wired, but I guess it is simple cable. I assumed any hard-wired internet these days is fiber...again, I'm no expert.

I spoke with our de facto IT expert in our office who informed me that we looked into running fiber to our office in the past, but we ended passing due to cost.

However, I believe it is important for the success of our downtown development to bring all buildings/properties into the 21<sup>st</sup> century. I'm going to explore the cost of pulling fiber optic to all of our properties in downtown Aledo (Our corner office, the counseling center, the Rock House next to the Bistro, Issy's house next door to our office, the boarded-up Victorian across the street, the small brick house next door to Parson's Table, Parson's Table, and the Kubena Insurance building).

I'm curious if there is any conversation to be had with the city, or perhaps the economic development corp, about partnering with the city to accomplish bringing downtown up to the modern day tech.

Either way, I am confident we can provide the city with whatever you need at 104 Maverick.

Thanks,  
Patrick

---

**From:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Sent:** Thursday, October 27, 2022 6:45 AM  
**To:** Patrick Beachner <[REDACTED]>  
**Cc:** Stephen Slaughter <[REDACTED]>; Amy Bridges <[permits@aledotx.gov](mailto:permits@aledotx.gov)>  
**Subject:** RE: 104 Maverick Lease

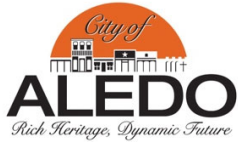
Good morning. I hope you are doing well.

I'll review the changes later this morning and I'll be sharing the Agreement with our attorney later today.

We don't need the refrigerator. Let me mull over the security camera.

Best,

Noah



**Noah A. Simon**  
**City Manager**

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

Mailing Address – P.O. Box 1, Aledo, Texas, 76008

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C-817-627-5890

F-817-441-7520

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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, October 26, 2022 4:38 PM  
**To:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter [REDACTED]  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

A few follow-up items from our last visit to 104 Maverick:

1. Please see the attached lease with language added to Section 7 regarding inspection of the HVAC system and completion of any necessary repairs by Landlord prior to occupancy by the Tenant.
2. I spoke with the current tenant regarding the security camera system and refrigerator. The refrigerator will not be staying at the building. The security camera system will not be staying at the building. They have offered to sell the cameras and DVR recording machine for \$400. If you would like to purchase the system, I will be happy to facilitate that transaction with the current Tenant.
3. I now have a key to the detached back building and have informed Amy that she will be able to access that part of the building during tomorrow morning's visit.

Please do not hesitate to reach out with any questions.

Thanks!  
Patrick

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Monday, October 24, 2022 3:58 PM  
**To:** '[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)' <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter [REDACTED]  
**Subject:** 104 Maverick Lease

Good afternoon Noah,

Please see the attached lease offer for 104 Maverick St. I believe it matches the terms we've discussed (2.5 years with month-to-month extension options, \$3,500/year without utilities, tenant to pay for utilities – average monthly utility expense including water, gas, and electric for the last year has been \$375/month). I will provide a more detailed breakdown of utility expenses over the last 12 months.

Please let me know if you have any questions or want to make any changes.

We hope we can reach an agreement and provide The City a temporary home!!

Thanks,  
Patrick Beachner  
214-385-5223

## Ashley Castorena

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Monday, November 21, 2022 12:55 PM  
**To:** Noah Simon  
**Cc:** Michael Hirsh  
**Subject:** RE: City Hall lease  
**Attachments:** RL.104 Maverick Lease 11.21 - MLH.docx

Hi Noah,

Please see the attached response to your attorney's redlines. We tried to accept as much of the proposed changes as we could. However, we have a couple lingering items that need to be resolved:

1. We can agree to take responsibility for all maintenance. However, we do not want to be required to repair to the original condition. As you know, the remaining life of the building does not exceed the life of this lease. When The City is done with the building, we are planning to scrape the building and go vertical with a multi-use facility (retail/dining on the first floor, 2 floors of office above). Therefore, we do not want to commit to repairing items to original condition if things break down...for example we do not want to put a brand new HVAC system into a building that will only live for 2 years. I'm happy to offer more clarity here if you'd like to discuss.
2. We are unwilling to accept any liability except in the case of Landlord's gross negligence. We expect that you will have many visitors, and we do not want to face a lawsuit if someone gets injured on property in a way that is not the result of our own gross negligence.

Lastly, we incorporated the proposed timeline that you and I discussed this morning (24 months with a 6 months extension option, at the City's discretion).

Please let me know if you have any questions.

Thanks,  
Patrick

---

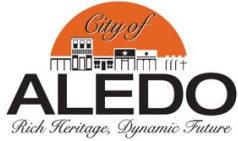
**From:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Sent:** Friday, November 18, 2022 3:08 PM  
**To:** Patrick Beachner [REDACTED]  
**Subject:** FW: City Hall lease

Good afternoon. I hope you are doing well.

Please see the attached. Let me know if there are any issues.

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008

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---

**From:** Alicia Kreh <[akreh@toase.com](mailto:akreh@toase.com)>  
**Sent:** Friday, November 18, 2022 2:22 PM  
**To:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Teresa John <[tjohn@toase.com](mailto:tjohn@toase.com)>  
**Subject:** RE: City Hall lease

Noah,

Attached is the updated lease agreement and a clean copy with the changes accepted for you to send to the Landlord. There are a couple comments left where they need to update the language because I don't know what their intent was.



**Alicia K. Kreh**  
Attorney at Law  
**Taylor, Olson, Adkins, Sralla & Elam, L.L.P.**  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107  
Phone: 817.332.2580  
Fax: 817.332.4740  
[www.toase.com](http://www.toase.com)

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## Ashley Castorena

---

**From:** Noah Simon  
**Sent:** Monday, November 21, 2022 6:43 AM  
**To:** Kevin Turner; Nathan Gonzales  
**Cc:** Patrick Beachner  
**Subject:** clearing vegetation along the creek

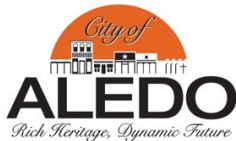
Good morning. I hope you both are doing well.

Patrick Beachner and his business partners are considering cleaning up the vegetation along the creek behind the Parsons Table. Are there any restrictions, erosion, sediment control, etc., that they need to comply with?

Can you all respond ASAP to him (copied on this email) with the requirements if any?

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

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## Ashley Castorena

---

**From:** Noah Simon  
**Sent:** Thursday, December 8, 2022 12:58 PM  
**To:** Patrick Beachner  
**Subject:** Al Hodge

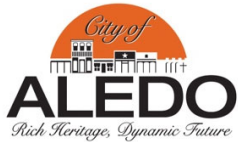
Good afternoon. I hope you are doing well.

Please share this link with Stephen. We will connect with Al Hodge for dinner on Sunday.

<https://hodgeconsultingservices.com/>

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

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## Ashley Castorena

---

**From:** Noah Simon  
**Sent:** Monday, November 21, 2022 6:43 AM  
**To:** Kevin Turner; Nathan Gonzales  
**Cc:** Patrick Beachner  
**Subject:** clearing vegetation along the creek

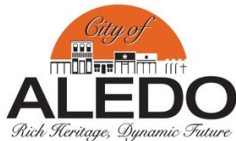
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Can you all respond ASAP to him (copied on this email) with the requirements if any?

Best,

Noah



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## Ashley Castorena

---

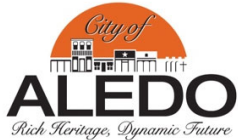
**From:** Noah Simon  
**Sent:** Monday, October 31, 2022 7:24 AM  
**To:** Patrick Beachner  
**Cc:** Stephen Slaughter; Amy Bridges  
**Subject:** RE: 104 Maverick Lease

Good morning. I hope you are doing well.

That's good news. Any idea of the timing?

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)  
City Hall – 200 Old Annetta Rd, Aledo, Texas, 76008  
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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Thursday, October 27, 2022 12:35 PM  
**To:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter [REDACTED]; Amy Bridges <[permits@aledotx.gov](mailto:permits@aledotx.gov)>  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

This situation is apparently very fluid....we just met with a fellow developer who is already working with a fiber provider who wants to cover downtown as a part of their planned upcoming install.

It sounds like we should have no issue getting fiber pulled to 104 Maverick. We'll keep you posted.

Thanks,  
Patrick

---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Thursday, October 27, 2022 8:58 AM  
**To:** 'Noah Simon' <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter [REDACTED]; 'Amy Bridges' <[permits@aledotx.gov](mailto:permits@aledotx.gov)>  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

Thank you for the response.

After our meeting this morning I've been looking into fiber optic for downtown. Forgive me, this is outside my area of expertise – I was incorrect this morning, our office does not have fiber optic. It is hard-wired, but I guess it is simple cable. I assumed any hard-wired internet these days is fiber...again, I'm no expert.

I spoke with our de facto IT expert in our office who informed me that we looked into running fiber to our office in the past, but we ended passing due to cost.

However, I believe it is important for the success of our downtown development to bring all buildings/properties into the 21<sup>st</sup> century. I'm going to explore the cost of pulling fiber optic to all of our properties in downtown Aledo (Our corner office, the counseling center, the Rock House next to the Bistro, Issy's house next door to our office, the boarded-up Victorian across the street, the small brick house next door to Parson's Table, Parson's Table, and the Kubena Insurance building).

I'm curious if there is any conversation to be had with the city, or perhaps the economic development corp, about partnering with the city to accomplish bringing downtown up to the modern day tech.

Either way, I am confident we can provide the city with whatever you need at 104 Maverick.

Thanks,  
Patrick

---

**From:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Sent:** Thursday, October 27, 2022 6:45 AM  
**To:** Patrick Beachner [REDACTED]  
**Cc:** Stephen Slaughter [REDACTED]; Amy Bridges <[permits@aledotx.gov](mailto:permits@aledotx.gov)>  
**Subject:** RE: 104 Maverick Lease

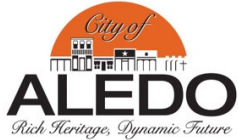
Good morning. I hope you are doing well.

I'll review the changes later this morning and I'll be sharing the Agreement with our attorney later today.

We don't need the refrigerator. Let me mull over the security camera.

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Wednesday, October 26, 2022 4:38 PM  
**To:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter [REDACTED] >  
**Subject:** RE: 104 Maverick Lease

Hi Noah,

A few follow-up items from our last visit to 104 Maverick:

1. Please see the attached lease with language added to Section 7 regarding inspection of the HVAC system and completion of any necessary repairs by Landlord prior to occupancy by the Tenant.
2. I spoke with the current tenant regarding the security camera system and refrigerator. The refrigerator will not be staying at the building. The security camera system will not be staying at the building. They have offered to sell the cameras and DVR recording machine for \$400. If you would like to purchase the system, I will be happy to facilitate that transaction with the current Tenant.
3. I now have a key to the detached back building and have informed Amy that she will be able to access that part of the building during tomorrow morning's visit.

Please do not hesitate to reach out with any questions.

Thanks!  
Patrick

---

**From:** Patrick Beachner <[REDACTED]>  
**Sent:** Monday, October 24, 2022 3:58 PM  
**To:** '[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)' <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Cc:** Stephen Slaughter <[REDACTED]>  
**Subject:** 104 Maverick Lease

Good afternoon Noah,

Please see the attached lease offer for 104 Maverick St. I believe it matches the terms we've discussed (2.5 years with month-to-month extension options, \$3,500/year without utilities, tenant to pay for utilities – average monthly utility expense including water, gas, and electric for the last year has been \$375/month). I will provide a more detailed breakdown of utility expenses over the last 12 months.

Please let me know if you have any questions or want to make any changes.

We hope we can reach an agreement and provide The City a temporary home!!

Thanks,  
Patrick Beachner  
214-385-5223

## Ashley Castorena

---

**From:** Noah Simon  
**Sent:** Thursday, November 10, 2022 9:31 AM  
**To:** Patrick Beachner  
**Subject:** outdoor theater

Patrick,

Good morning. I hope you are doing well.

Great conversation this morning – exciting vision.

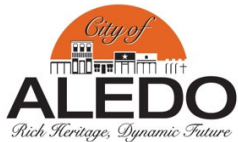
Below is the link to Lime Kiln Theatre in Lexington, VA. The first link is their website, and the second link is the images of the outdoor theater. Please share with your team.

<https://www.limekilntheater.org/>

[https://www.google.com/search?q=lime+kiln+theater&source=lnms&tbn=isch&sa=X&ved=2ahUKEwi6zJHh9qP7AhV5m moFHUmsApYQ\\_AUoAXoECAIQAw&biw=1350&bih=640&dpr=1](https://www.google.com/search?q=lime+kiln+theater&source=lnms&tbn=isch&sa=X&ved=2ahUKEwi6zJHh9qP7AhV5m moFHUmsApYQ_AUoAXoECAIQAw&biw=1350&bih=640&dpr=1)

Best,

Noah



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

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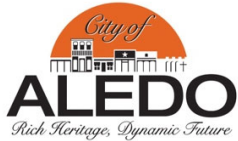
## Ashley Castorena

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**From:** Noah Simon  
**Sent:** Thursday, December 1, 2022 2:03 PM  
**To:** Patrick Beachner  
**Subject:** RE: RE:

Got it – thanks.

N



**Noah A. Simon**  
City Manager

Email: [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)

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---

**From:** Patrick Beachner [REDACTED]  
**Sent:** Thursday, December 1, 2022 1:55 PM  
**To:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Subject:** RE:

I did not see an attachment in your previous email, but I added the language myself and ran past our counsel. We are good to go with the attached version.

See attached word version with my additions to Section 20 in redline and a clean PDF version with changes accepted and ready for signatures.

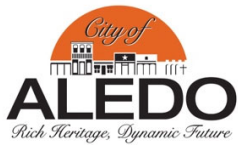
---

**From:** Noah Simon <[citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)>  
**Sent:** Thursday, December 1, 2022 11:49 AM  
**To:** Patrick Beachner [REDACTED]  
**Subject:**

Sorry for the delayed response. I noticed that the “to the extent permitted by law” was not kept in paragraph 20. Because it has an indemnification provision, that must be included.

So the second paragraph needs to state “To the extent permitted by law, Tenant agrees to indemnify, defend, and hold Landlord harmless . . . .” And again in the next sentence. “If Landlord is made a party . . . to the extent permitted by law, Tenant shall indemnify Landlord against all liability by reason of such litigation . . . .” I added this language back in the attached document.

Otherwise, it’s good to go.



**Noah A. Simon**  
**City Manager**

**Email:** [citymanager@aledotx.gov](mailto:citymanager@aledotx.gov)  
**City Hall** – 200 Old Annetta Rd, Aledo, Texas, 76008  
**Mailing Address** – P.O. Box 1, Aledo, Texas, 76008  
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**LEASE AGREEMENT**

**THE STATE OF TEXAS**

**COUNTY OF PARKER**

This Lease Agreement (the "Lease") is entered into between 1882 Partners, LP, whose address is 116 S FM 1187, Aledo, Texas, 76008, hereinafter referred to as "Landlord," and the City of Aledo Texas, whose address is 200 Old Annetta Road, PO Box 1, Aledo, Texas, 76008, hereinafter referred to as "Tenant."

**PREMISES**

1. Landlord leases to Tenant the following described real property and all improvements located thereon:

104 Maverick Street, Aledo, Texas, 76008.

A Tract of land out of the R. C. Eddleman Survey, Abstract No. 438, Parker County, Texas, and a portion of Block 23, of the original Town of Aledo, recorded in Volume 18, Page 400, Deed Records, Parker County, Texas (the "Lease Premises").

**TERM**

2. The term of this Lease is twenty-four (24) months, beginning on March 1, 2023 (the "Commencement Date"), and ending on February 28, 2025.

**CONSIDERATION**

3. The consideration for this Lease shall be a total of Eighty-Four Thousand and 00/100 Dollars (\$84,000.00), payable in monthly installments of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00). A Security Deposit of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) shall be due and payable upon execution of the Lease. The monthly rent payment shall commence on March 1, 2023, and continuing each month, on the first of the month, thereafter until all rent due has been paid pursuant to the terms herein.

The obligations of Tenant to make payments to Landlord pursuant to this Lease are subject to appropriation by the Aledo City Council of funds that are lawfully available to be applied for such purpose. If the City Council fails to make an appropriation for payments prior to the beginning of a fiscal period of the City of Aledo, Tenant may terminate this Lease. Tenant may terminate this Agreement by providing written notice of such termination to Landlord not less than thirty (30) days prior to the first day of any fiscal

year period during which payments are scheduled. For purposes of this clause, the fiscal year begins on October 1st of each year.

**USE**

4. The Lease Premises shall be used for no other purpose than:

General office.

Tenant shall not perform any acts or carry on any practices that may injure the building, or use the Lease Premises for any business or purpose that is unlawful or violative of any public or city ordinance.

**POSSESSION**

5. Tenant acknowledges that Tenant has fully inspected the Lease Premises and, on the basis of such inspection, Tenant hereby accepts the Lease Premises, and the building and improvements situated thereon, as suitable for the purposes for which the same are leased. Tenant further accepts the Lease Premises in their present condition, with such changes therein as may be caused by reasonable deterioration between the date hereof and the commencement date of this Lease.

No representation, statement, or warranty, express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of the Lease Premises or as to the existence or nonexistence of zoning restrictions, easements, dedications, restrictive covenants, deed restrictions, restrictions on use of the Lease Premises, or other similar restrictions that may affect Tenant's intended use of the Lease Premises. Moreover, Landlord has made no representations with regard to remodeling, repairing, or decorating the Lease Premises. Landlord makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular use of the Lease Premises.

**MAINTENANCE  
BY LANDLORD**

6. Landlord shall, at Landlord's own expense, maintain only the roof, foundation, underground pipes, all plumbing, HVAC system, fire protection, sprinkler system, and the exterior of the building in general, The maintenance of the paving outside of the building, and the structural soundness of the exterior walls (excluding all windows, window

glass, plate glass, and all doors) of the building in good repair and condition, except for reasonable wear and tear. Tenant shall give immediate written notice to Landlord of the need for repairs or corrections and Landlord shall proceed promptly to make such repairs and/or corrections. In the event any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's fixtures, inventory, and other property and equipment installed and maintained by Tenant on the Lease Premises to the extent reasonably required by Landlord to make such repairs. Landlord's liability hereunder shall be limited to the costs of such repairs or maintenance.

Landlord and Tenant agree that Landlord is under no duty to, and shall have no responsibility for, making periodic inspections of the Lease Premises, which are under the Tenant's sole control. Landlord shall rely solely on Tenant to report any needed repairs, replacements, or maintenance that Landlord is responsible for, and Tenant is to promptly make all other repairs. Landlord's duty to pay for any repairs to the Lease Premises is expressly conditioned upon the receipt of written notice from Tenant of any needed repairs, replacements, and maintenance.

Landlord and Tenant agree that Landlord may repair items in the most cost-efficient manner possible and may not restore items repaired to the original condition.

**MAINTENANCE  
BY TENANT**

7. Tenant shall, at Tenant's own expense and risk, maintain all other parts of the building and other improvements on the Lease Premises in good repair and condition, including, but not limited to, repairs (including all necessary replacements) to the windows, window glass, plate glass, doors, and pest control. In connection therewith, Tenant shall obtain written consent from Landlord prior to undertaking any landscaping (including cutting down trees) or before conducting any new landscaping on the Lease Premises. Tenant shall be responsible for the maintenance of the landscaping and the mowing of grass.

In the event Tenant should neglect to reasonably maintain the Lease Premises, Landlord shall

provide notice to Tenant of necessary repairs. If Tenant has not made a good faith effort to make repairs within ten (10) days, Landlord shall have the right (but not the obligation) to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Tenant to Landlord as additional rent on the next rental installment date. Upon termination of this Lease, Tenant shall deliver the Lease Premises in good repair and condition, ordinary wear and tear excepted. Tenant shall repair any damage caused by Tenant's negligence or default hereunder, or negligence of Tenant's invitees, employees, or customers.

**UTILITIES**

8. Landlord covenants that the Lease Premises are served by utilities, but Tenant shall pay all charges incurred for any utility services used on the Lease Premises, including, but not limited to, outside lighting, trash collection, security, water, grounds maintenance, etc., and shall furnish all electrical light bulbs and tubes.

**SIGNS**

9. Tenant shall not place any signs or other objects upon the roof of the building, or paint, or otherwise deface the exterior walls of the building except with prior written approval of Landlord. All signage is subject to Code and any Review Board approvals. Tenant shall remove all signs at termination of the Lease and return the area where the sign(s) were located to the same condition it was prior to Tenant's usage. Such installations and removals shall be made in such manner as to avoid damage, defacement, or overloading of the building or other improvements. Landlord shall have the right to control the placing of approved signs upon the exterior of the Lease Premises and of the area surrounding and adjacent to same.

**ALTERATIONS**

10. Tenant shall not create any openings in the roof or the interior and exterior walls, nor make any alterations, additions, or improvements to the Lease Premises without prior written consent of Landlord. Consent for non-structural alteration, additions, or improvements shall not be unreasonably withheld by Landlord. All fixtures, including floor coverings and heating and air conditioning equipment, and all alterations,

additions, and improvements, except trade fixtures, installed at the expense of Tenant shall become the property of Landlord and shall remain upon and be surrendered with the Lease Premises as a part thereof at the termination of this Lease. Any and all improvements, alterations, and/or additions, whether approved in writing by Landlord or not, shall be performed and done according to the local building codes, including, but not limited to, plumbing codes, electrical codes, and heating and air conditioning codes.

**LIENS**

- 11. It is expressly agreed that in the event of default by Tenant hereunder, Landlord shall have a contractual lien upon all goods, chattels, or personal property of any description belonging to Tenant, which are placed on or become a part of the Lease Premises, as security for Tenant's performance under the Lease, including the payment of all rent due thereunder, which lien shall not be in lieu of or in any way affect the statutory Landlord's lien given by law, but shall be cumulative thereto; and Tenant hereby grants to Landlord a security interest for such purposes in all such personal property and improvements placed in or on the Lease Premises.

**INDEMNITY AND INSURANCE**

- 12a. To the extent permitted by law, Tenant agrees to and does hereby indemnify and hold harmless Landlord from liability for all claims and demands of any kind and character by any person, firm, association, group, government organization or corporation for injuries or damages to persons or property arising out of or in connection with Tenant's use or occupancy of the Lease Premises, or of the adjoining sidewalk, streets or curbs, including Tenant's actions or those of Tenant's agents, servants, employees and sublessees.
- b. Tenant agrees, at Tenant's expense, to procure and maintain in force continually during the term of this Lease, and any renewals or extensions thereof, public liability insurance with companies and through brokers who are licensed to do business in the State of Texas, and which coverage is adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Lease Premises in a



minimum amount of \$1,000,000 combined single limit. Such insurance policies shall provide coverage for Landlord's contingent liability on such claims for losses and shall name Landlord as a co-insured. Either the original of such policies, a Certificate of Insurance for each policy or, at Landlord's election, an endorsement on each policy naming the Landlord as an additional insured thereunder shall be delivered to Landlord within ten (10) days of the date of execution of this Lease. Tenant agrees to obtain a written obligation from all insurers to notify Landlord in writing at least thirty (30) days prior to cancellation, change in coverage or refusal to renew any such policies. Tenant agrees that if such insurance coverage is not kept in force during the entire term of this Lease and any renewals or extensions thereof, Landlord may procure the necessary insurance coverage and pay the premiums therefor. Such premiums shall be reimbursed by Tenant to Landlord as an additional rent installment in the month following the date on which such premiums are paid by Landlord. However, it is expressly understood that procurement by Landlord of any such insurance shall not be deemed to waive or release the default of Tenant, or the right of Landlord at Landlord's option, to recover possession of the Lease Premises by reason of such default as herein provided. Tenant covenants and agrees to pay Landlord any and all damages which Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance as described above.

c. Tenant shall bear the risk of loss and shall be responsible for obtaining its own insurance coverage on the contents of the building and any improvements Tenant places on the Lease Premises, and to cover any losses occasioned by the negligent or willful acts or omissions of Tenant, or Tenant's agents, employees, or invitees. Tenant further agrees that the waiver of subrogation provision contained herein also applies to Tenant's personal property located on the Lease Premises.

d. Tenant shall also be responsible for obtaining workers' compensation insurance covering all persons employed by Tenant in connection with any work done on or about the Lease Premises, providing such coverage and in such amounts that satisfies all State of Texas and federal statutory

requirements, with respect to which claims for death or bodily injury could be asserted against Landlord or the Lease Premises.

- e. Landlord shall not be liable, and Tenant waives all claim, for injury to or death of persons or damage to or loss of property sustained by Tenant, Tenant's invitees or guests resulting from the building or any part thereof, or any equipment or appurtenances thereto being out of repair, or resulting directly or indirectly from any act or neglect of any lessee or occupant of the building, or any other person or from any other cause whatsoever except the gross negligence of Landlord.

**WAIVER OF  
SUBROGATION  
AGAINST LANDLORD**

- 13 IF ANY LOSS OR DAMAGE OCCURS TO THE LEASE PREMISES OR IF ANY LOSS IS INCURRED IN CONNECTION WITH THE LEASE PREMISES, PERSONALTY LOCATED IN, ON, OR UPON THE LEASE PREMISES BY FIRE OR ANY OTHER PERILS THAT ARE COVERED BY INSURANCE, OR IF THERE IS A LOSS (1) IN CONNECTION WITH ANY OPERATION ON THE LEASE PREMISES THAT IS COVERED BY INSURANCE, IS REQUIRED BY THIS LEASE AGREEMENT TO BE COVERED BY INSURANCE, OR COULD BE INSURED AGAINST UNDER A STANDARD POLICY OF FULL INSURABLE REPLACEMENT COST INSURANCE FOR FIRE, THEFT, AND "SPECIAL FORM" OR EQUIVALENT COVERAGE, OR (2) TO ANY PERSONS OR PROPERTY UNDER ANY COMMERCIAL GENERAL LIABILITY POLICIES OR UNDER WORKERS' COMPENSATION LAWS AND BENEFITS, EVEN THOUGH SUCH LOSS MIGHT HAVE BEEN OCCASIONED BY THE NEGLIGENCE OF LANDLORD, ITS AGENTS, PARTNERS OR EMPLOYEES AND REGARDLESS OF THE CAUSE THEREOF, NEITHER TENANT NOR TENANT'S INSURANCE CARRIER, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THEM, MAY SUBROGATE OVER AGAINST LANDLORD OR LANDLORD'S SERVANTS, PARTNERS, EMPLOYEES,

AGENTS, VISITORS, OR LICENSEES FOR ANY SUCH DAMAGE OR LOSS SO SUSTAINED, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS RECOVERABLE UNDER SUCH INSURANCE POLICIES OR WOULD HAVE BEEN RECOVERABLE HAD SUCH INSURANCE COVERAGES BEEN IN FORCE AND EFFECT. TENANT AGREES TO USE ISO Form 24 04 10 92 FOR THE WAIVER OF SUBROGATION.

Such waiver will be effective regardless whether such insurance is actually carried. Such waiver will be in addition to and not in limitation or derogation of any other waiver or release contained in this Lease Agreement with respect to any loss of or damage to property of the parties. The foregoing waiver will not apply to property losses or damages in excess of policy limits or to losses or damages not covered by insurance as a result of a deductible in the policy or to any co-insurance penalty that Landlord or Tenant might sustain.

Inasmuch as such waiver will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), Tenant hereby agrees immediately to give written notice of the terms of such waiver to the insurance company that issued the policies of insurance Tenant is required to maintain under this Lease Agreement, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waiver. Tenant also agrees to furnish Landlord with proof of having sent such notification to Tenant's insurance carrier and a copy of any endorsement thereto.

**DAMAGES TO  
PREMISES**

14. In the event the Lease Premises are partially damaged or destroyed or rendered partially unfit for occupancy due to fire, tornado, wind damage, or other casualty, Tenant shall give immediate notice to Landlord who shall thereupon, at Landlord's expense, repair such damage and restore the Lease

Premises to substantially the condition existing immediately prior to the occurrence of the casualty; Landlord shall allow Tenant a fair reduction of rent during the time the Lease Premises are partially unfit for occupancy. However, if the Lease Premises are totally destroyed or deemed by Landlord to be wholly unfit for occupancy due to fire, tornado, wind damage, or other casualty, or if Landlord shall decide, in its sole discretion, not to repair or rebuild, the Lease shall terminate and the rent shall be paid up to the time of such destruction or casualty.

**REPLACEMENT  
OF TENANT'S  
IMPROVEMENTS**

15. In the event the Lease Premises should be destroyed by fire, tornado, wind, or other casualty of any kind, or be subject to, either totally or partially, Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures, or other improvements that may have been placed on the Lease Premises by Tenant or other lessees.

**ASSIGNMENT**

16. Tenant shall not assign or, in any manner, transfer this Lease or any estate or interest therein, or sublease the Lease Premises, or mortgage, pledge, or hypothecate the Lease Premises without Landlord's written consent, which shall not be unreasonably withheld; provided, however, in the event of such assignment, Tenant shall remain liable for all of Tenant's obligations under this Lease. However, Landlord is expressly given the right to assign any or all of Landlord's interest under the terms of this Lease after providing prior written notice to Tenant.

**RENEWAL OPTION**

17. Tenant shall have the right and option to renew the Lease ("Renewal Option") for additional six (6) month term after the initial Twenty-four 24 (24) month term. Renewal Option is contingent upon the following: (i) Tenant is not in default beyond any applicable notice and cure period provided for herein at the time Tenant gives Landlord notice of Tenant's intention to exercise the Renewal Option; (ii) upon the Expiration Date, Tenant has no outstanding default beyond any applicable notice and cure period provided for herein; (iii) no event has occurred that, upon notice or the passage of

time, would constitute a default; and (iv) Tenant is occupying the Lease Premises.

Tenant shall exercise the Renewal Option by giving Landlord notice at least three (3) months prior to the Expiration Date of the initial twenty-four (24) month term. If Tenant fails to give notice to Landlord prior to the three (3) month period, then Tenant shall forfeit the Renewal Option. If Tenant exercises the Renewal Option, then Landlord's and Tenant's respective rights, duties, and obligations shall be governed by the terms and conditions of the Lease, except as provided otherwise herein. Time is of the essence in exercising the Renewal Option. If Tenant chooses to exercise the Renewal Option the Lease will continue for an additional six (6) month term at which point in time the Lease will terminate..

If Tenant exercises the Renewal Option, all references to the term "Term," as used in this Lease, shall then mean the "Option Term." The Basic Rental for the Option Term shall be, at Landlord's discretion, up to twenty percent (20%) more than the previous year's rental rate.

**DEFAULT OF  
TENANT**

18. Failure to pay any rent due hereunder on or before the due date shall be a default by Tenant. In the case of default in any of the other covenants herein, or if Tenant abandons the Lease Premises, or should any person other than Tenant secure possession of the Lease Premises or any part thereof by reason of any receivership of Tenant, or by Tenant's assignment of this Lease for benefit of creditors, or by bankruptcy proceeding involving Tenant, or other operation of law in any manner whatsoever, Landlord may enforce the performance of this Lease in any manner provided by law, or, alternatively, this Lease shall terminate at Landlord's discretion. If such default in rent payment continues for a period of more than five (5) days, this Lease shall terminate at Landlord's option. Landlord's agent or attorney may secure possession of the Lease Premises and relet same for the remainder of the term, and Tenant shall be liable for any deficiency. Landlord shall have a lien as for security for the aforesaid rent upon all goods, wares, chattels, implements, fixtures, furniture, tools, and other personal property, which are or

may be put on the Lease Premises. If due to breach or default of Tenant's obligation hereunder it becomes necessary for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, in any such event, any reasonable expenses incurred by Landlord as attorney's fees shall be paid by Tenant. Failure of Landlord to insist in any one or more instances upon the strict performance of the covenants or conditions of the Lease shall not waive any future breach by Tenant of any of said covenants or conditions.

**TIME OF  
ESSENCE**

19. In all instances where Tenant is required hereunder to pay any sum or perform any act at a particular indicated time, or within any indicated period, it is understood that time is of the essence. However, if the last day of any time period stated herein shall fall on a Saturday, Sunday, legal or banking holiday, the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, legal or banking holiday.

**RIGHTS AND DUTIES  
OF PARTIES IN EVENT  
OF LITIGATION**

20. Landlord shall not be liable to Tenant or Tenant's employees, agents, or invitees, or to any other person whomever for any injury to persons or damage to property on or about the Lease Premises caused by Tenant, Tenant's agents, employees, or invitees. or due to any other cause whatsoever. To the extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless from any loss, expense, or claim arising out of such damage or injury. If Landlord is made a party defendant to any litigation concerning this Lease, the Lease Premises or the occupancy thereof by Tenant arising out of the conduct or management of Tenant's business, to the extent permitted by law Tenant shall indemnify Landlord against all liability by reason of such litigation, including reasonable attorney's fees and expense incurred by Landlord in any such litigation, whether or not such litigation is prosecuted to judgment.

**WAIVER OF TRIAL  
BY JURY**

21. Prior to any trial, Landlord and Tenant agree, should the presiding judge have no objection, to

utilize non-binding mediation, conducted by a qualified, mutually agreed upon mediator, in an effort to resolve the issues in dispute under the Lease. Landlord and Tenant will share the cost of mediation equally. Landlord and Tenant agree to negotiate in good faith in order to resolve the issues in dispute under the Lease.

**HOLD OVER**

22. In the event Tenant holds over after the expiration of this Lease, Tenant shall be deemed to be occupying said Lease Premises as a Tenant from month to month, at a monthly rate, which is 20% more than the last monthly rental amount paid. Such tenancy shall be subject to all other conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month to month tenancy. This provision shall not be construed as an extension of this Lease, but is to define any holding over, with or without the consent of Landlord.

**RE-DELIVERY**

23. Upon the expiration or termination of this Lease, Landlord shall have the right to immediately re-enter and re-assume possession of the Lease Premises and remove Tenant's property therefrom, and Tenant expressly acknowledges such right. Furthermore, Tenant shall return the Lease Premises to Landlord in as good a condition as the Commencement Date, ordinary wear and tear excepted, and shall deliver to Landlord all keys to the Lease Premises. Tenant agrees to re-deliver the Lease Premises to Landlord in a clean condition and agrees to remove all trash and debris from the Lease Premises.

**RIGHT OF ENTRY**

24. Landlord may enter the Lease Premises, at any time, provided said entering does not unduly disrupt Tenant's business operations, to inspect the Lease Premises. Landlord agrees to provide Tenant twenty-four (24) hours' notice prior to entering Lease Premises for the purpose of showing said Lease Premises to prospective lessees or purchasers. Tenant agrees to give Landlord and/or Landlord's agents or repairmen access to the Lease Premises for the purposes of maintaining and repairing said Lease Premises.

**SECURITY DEPOSIT**

25. Prior to commencement of the Lease, Tenant shall pay to Landlord a security deposit in the amount of \$3,500.00 to cover costs of cleaning, repairs, and maintenance necessary upon any expiration or termination of the Lease. Said sum shall be held in trust for Tenant. Upon termination of the Lease, Tenant shall, at Tenant's own expense, clean, repair, and generally put the Lease Premises in the same condition as it was at commencement of the Lease. In the event Tenant fails to make such maintenance as promised within three (3) days after vacating the Lease Premises, Landlord may perform such work or services for Tenant and use the funds held in trust. Landlord shall refund to Tenant any balance held in trust, or charge Tenant an additional sum if repair or cleaning costs exceed such amount. "Cleaning" as used herein shall include, but not be limited to, general cleanup and pickup of the Lease Premises. Landlord shall provide an accounting, including paid receipts for any repairs and/or cleanup charged against Tenant's security deposit. Landlord shall not charge Tenant for cleaning, repair, or maintenance caused by ordinary wear and tear.

This security deposit is not a substitute or partial credit for the last month's rental payment. Tenant is obligated to pay the last month's rent, and only upon termination or expiration of this Lease, after payment for any necessary repairs or maintenance, and after deductions for any delinquent penalty or interest, Tenant shall be entitled to any portion of the unused security deposit. If Tenant causes the termination of the Lease prior to its original expiration date or renewal period, Tenant will forfeit the security deposit to the extent Landlord is unable to subsequently lease the Lease Premises. No offsets, credit, or prorations will be due Tenant. However, said forfeiture shall in no way limit any other remedies that Landlord may have under this Lease or under the laws of the State of Texas.

**CONDEMNATION**

26a. If, during the term of this Lease or any renewal or extensions thereof, all of the Lease Premises should be taken for any public or quasi-public use under any governmental law, decree, ordinance, regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the



rent shall be abated during the unexpired portion of the Lease, effective as of the date of the taking of said Lease Premises by the condemning authority, and there shall be refunded to Tenant any portion of prepaid rent covering the period subsequent to such date of taking.

b. If less than all of the Lease Premises shall be taken for any public or quasi-public use under any governmental law, decree, ordinance, regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall not automatically terminate and Landlord may, at Landlord's sole option, restore and reconstruct the building and other improvements situated on the Lease Premises, provided such restoration as reconstruction shall make same reasonably habitable and suitable for the uses for which the Lease Premises are leased.

c. In the event Landlord elects not to restore and reconstruct such building and other improvements, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of the taking of the Lease Premises by the condemning authority.

d. Landlord shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, including without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned. Tenant hereby assigns to Landlord any award that may be made in condemnation or other taking, together with any and all rights of Tenant now or hereafter arising to all or part of the award; provided, however, nothing contained herein shall be deemed to give Landlord any interest in, or require Tenant to assign to Landlord, any award made to Tenant specifically for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, or the interruption of or damage to Tenant's business.

## **RELEASES**

27. Tenant waives all claims of any kind, including those arising under common law, legislation or this Lease, and same are barred unless Landlord is given written notice within thirty (30) days Tenant

receives knowledge of the event, action or inaction to which such claim relates specifically identifying the complaint.

In the event either Party brings litigation to enforce their rights under this Lease, the prevailing party to such action will be entitled to attorney's fees and costs. The provisions of this section shall survive any termination, cancellation, or expiration of this Lease, however arising.

**RECOURSE  
LIMITATION**

28. Tenant specifically agrees to look solely to Landlord's interest in the Lease Premises in the recovery of any judgment from the Landlord. The provisions contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord.

**LANGUAGE**

29. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural unless the context otherwise requires.

**GENERAL RULES OF  
CONSTRUCTION**

30. This Lease shall not be strictly construed against either Landlord or Tenant. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies at law or in equity. Except as otherwise specifically provided, each provision hereof shall be deemed both a covenant and a condition. The parties acknowledge that each party and its counsel, if any has had the opportunity to review and revise this Lease, and the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments hereto.

**CAPTIONS**

31. The headings and captions contained in this Lease are inserted for convenience only and are not deemed to be a part of or to be used in construing this Lease. The captions in no way define, describe, limit the scope or the intent of this Lease or any provisions hereof.

## SUCCESSORS

32. The terms, conditions, and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including, but not limited to, any notice required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

## NOTICES

33. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when hand delivered, sent by facsimile, deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to parties hereto at the respective addresses set out above, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

## SPECIAL PROVISIONS

34. If Landlord, for any reason whatsoever, cannot deliver possession at the start of the term as hereinbefore specified, this Lease is voidable at the Tenant's discretion. Should Tenant choose to maintain this Lease, there shall be a proportionate reduction of rent covering the period between the commencement of the term and the time when Landlord delivers possession. The term of this Lease shall not be extended by such delay.
35. A late charge of fifteen percent (15%) of the rent due shall be charged if the rent payment is not received in the Landlord's office within five (5) days after the due date. Tenant's right of possession and all of Landlord's obligations are expressly contingent on prompt payment of rent, and the use of the Lease Premises by Tenant is obtained only if, and on the condition that, the rent is paid on time. Payment of rent shall be an independent covenant. All monies received by Landlord shall be applied first to non-rent obligations of Tenant, then to rent, regardless of any notations on checks. Monthly rent shall be

paid by a single check or, at Landlord's option, by money order.

36. Tenant and Tenant's employees, clients, agents, customers, and invitees shall comply with all rules and regulations now and hereinafter promulgated by Landlord. Tenant agrees to obey all laws and ordinances applicable to the Lease Premises and to engage in no activities in or on the Lease Premises of an illegal nature, purpose, or intent. Tenant further agrees that Tenant's representatives, agents, customers, employees, or invitees shall not disturb the rights, comforts, and convenience of other tenants or neighbors in close proximity to the Lease Premises. Tenant's use of the Lease Premises shall not endanger the health or disturb the reasonable enjoyment of any other owner or occupant or the local neighborhood in general.
37. Tenant shall not change or add any new locks to the Lease Premises unless Tenant provides Landlord with a key thereto. If Landlord must forcibly enter the Lease Premises because Tenant fails to provide said key, Tenant shall be responsible for any locksmith or repair bills related to said entry.
38. Tenant assumes responsibility for properly draining the exterior plumbing in advance of a below freezing weather event.

SURVIVAL

39. This Lease will be governed by, and construed in accordance with, the laws of the State of Texas without reference to principles of conflicts of laws thereof. Each party hereby agrees to submit to the exclusive jurisdiction of any state or federal court in Parker County, Texas in respect to any dispute, action, suit, or proceeding arising out of this Lease.

VENUE

40. In the event that a court of competent jurisdiction determines that any portion of this Lease is unenforceable, void, invalid, or inoperative, the remaining provisions of this Lease shall not be affected and shall continue in effect as though such invalid provisions were deleted.

ENTIRE AGREEMENT

41. This Lease constitutes the entire agreement between Landlord and Tenant and supersedes all

prior written or oral understandings. This Lease may be amended only by the written agreement of the parties.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**LANDLORD**

1882 Partners, LP

By: 1882 Partners, LLC, General Partner

By: \_\_\_\_\_  
\_\_\_\_\_, Member

**TENANT**

The City of Aledo

By: \_\_\_\_\_  
Title: \_\_\_\_\_