

AN ORDINANCE

AUTHORIZING CITY MANAGER, OR DESIGNEE, TO EXECUTE A FIVE YEAR LEASE AGREEMENT (WITH THE OPTION FOR ONE FIVE YEAR RENEWAL) WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) FOR INSTALLATION AND OPERATION OF AN AIR QUALITY MONITORING STATION ON A 0.113 ACRE TRACT OF LAND ON OAKPARK PARK LOCATED AT 842 ERWIN STREET, CORPUS CHRISTI, TX AND A 0.038 ACRE TRACT OF LAND ON BAYVIEW (H. J. WILLIAMS PARK, LOCATED AT 2518 DEMPSEY ROAD, CORPUS CHRISTI, TX; PROVIDING FOR SEVERANCE; AND PROVIDING FOR PUBLICATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS, THAT:

SECTION 1. The City Manager, or designee, is authorized to execute a five year Lease Agreement (with the option for one five year renewal with the Texas Commission on Environmental Quality for an air quality monitoring station at the Oakpark Park and H.J. Williams Park. The Lease Agreement is attached as Exhibit A and a copy is on file with the City Secretary.

SECTION 2. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance is held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision of this ordinance be given full force and effect for its purpose.

SECTION 3. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, _____, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, _____, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

PASSED AND APPROVED, this the _____ day of _____, _____.

ATTEST:

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

**LEASE BETWEEN
THE CITY OF CORPUS CHRISTI AND
THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

**STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS
COUNTY OF NUECES §**

This lease is entered into by and between the City of Corpus Christi, a Texas home rule municipal corporation, acting through its duly authorized City Manager, or the City Manager's designee, and the Texas Commission on Environmental Quality, acting through its duly authorized agent, Richard C. Chism, Monitoring Division.

Section 1. Definitions. For the purposes of this Lease:

Abandoned means that the Leased Premises become vacant or deserted for a continuous period of (30) thirty days.

City means the City of Corpus Christi, Nueces County, Texas, a home rule municipal corporation.

City Manager means the City's City Manager or the City Manager's designee.

City Council means the City Council of the City of Corpus Christi.

Department means the City's Park and Recreation Department.

Director means the City's Director of Park and Recreation or the Director of Park and Recreation's designee.

Lease means this document, including all attachments and exhibits that are incorporated by reference into this document.

Leased Premises means that portion of Oakpark Park and Bayview (H.J. Williams) Park found in Exhibits "A" and "B."

Lessee means the Texas Commission on Environmental Quality (TCEQ) or assignee.

Risk Manager means the City's Director of Risk Management or the Director of Risk Management's designee.

Sign means any signs, advertisements, notices, or other lettering that are exhibited, inscribed, painted, erected, or affixed on or about the Premises, or any part of the Premises.

Section 2. Purpose. The purpose of this Lease, between the City and the Lessee, is to enable the Lessee to install and maintain a continuous air monitoring station. Lessee may not operate the Premises for any other purpose without the Director's prior written approval.

Section 3. Leased Premises. The Leased Premises are certain real property, generally described as an area of land on Oakpark Park, 842 Erwin Street, Corpus Christi, Texas and on Bayview (H. J. Williams) Park, 2518 Dempsey Rd, Corpus Christi, Texas; and more specifically described on the attached and incorporated Exhibits "A" and "B."

Section 4. Use of Leased Premises Subject to Lease. The Lessee's use of the Leased Premises is subject to the terms and conditions in this Lease. This Lease is made in consideration of the mutual promises and covenants contained in this Lease.

Section 5. Limitation of Leasehold. The City does not warrant its title to the Leased Premises. This Lease and the rights and privileges granted the Lessee in and to the Leased Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Lease may be construed to imply the conveyance to the Lessee of rights in the Leased Premises that exceed those owned by the City.

Section 6. Term. The City leases the Premises, subject to all terms and conditions of this Lease, to the Lessee for a period of five (5) years, unless sooner terminated pursuant to this lease. This Lease begins on the 61st day after final approval by the City Council.

In addition, the City may terminate this lease before the end of the five (5) year term for a change in park use which was approved pursuant to an amendment to the adopted Parks Master Plan. In such event, the City will provide Lessee with at least ninety (90) days notice of termination and the parties will cooperate to locate an alternate site.

Section 7. Option to Renew. The Lessee has the option to renew this lease for five (5) years on the same terms and conditions as set out in this lease. The Lessee must exercise this option by giving the City notice at least thirty (30) days prior to the last day of the term of the lease.

Section 8. Abandonment of Leased Premises. If the Lessee abandons the Leased Premises this Lease terminates automatically and the City Manager may take immediate possession of the Leased Premises.

Section 9. Cessation of Use.

- a. If the Lessee for any reason ceases to use the Leased Premises for the purposes specified in Section 2, the Lessee has the right to terminate this Lease by written notice to the City Manager.
- b. The written notice of termination must be given at least three (3) months prior to the effective date of termination.
- c. If the cessation of use occurs and continues for one (1) year or longer, and the Lessee does not exercise the right to terminate this Lease, then the City may terminate this Lease by giving the Lessee at least thirty (30) days' notice prior to the effective termination date.
- d. During any cessation of use, the Lessee must maintain and regulate the use and occupancy of the Leased Premises at the Lessee's expense as specified in this Lease. Upon termination or expiration of the Lease, the Lessee must remove the improvements from the Leased Premises.

Section 10. Surrender. Subject to the holdover provisions in this Lease, the Lessee acknowledges and understands that the City's agreement to lease the Premises to lessee is expressly conditioned on the understanding that the Premises must be surrendered, upon the expiration, termination, or cancellation of this Lease, in as good a condition as received, reasonable use and wear, acts of God, fire and flood damage, or destruction where the Lessee is without fault, excepted.

Section 11. Consideration.

- a. For and in consideration of the rights and privileges granted in this lease, the Lessee agrees to allow the City full access, via the Lessee's web page, to the monitoring information gathered by the Lessee from the air monitoring station situated at the Leased Premises during the entire term of this Lease.
- b. Lessee has provided a letter of responsibility, attached as Exhibit C to this agreement.

Section 12. Alterations.

- a. the Lessee may not make any alterations, additions, or improvements to, in, on, or about the Premises, without the prior consent of the Director.
- b. Prior to making any alterations, additions, or improvements to, in, on, or about the Premises, the Lessee must submit the plans and specifications for the alterations, additions, or improvements to the Director for review.
- c. If the Director consents to the alterations, additions, or improvements, the Lessee shall obtain all required permits for the construction and the construction is subject to inspection by the Director, City's Building Official, Director of Engineering Services, and their designated representatives.

Section 13. Assignment and Subleasing.

- a. Lessee may not assign or encumber this lease, without the prior written consent of the City Manager. Any assignment or sublease must be approved in advance by the City Manager.
- b. Upon approval of the assignment, the Lessee may request the City to release the Lessee from any further liability under the Lease. The City will grant the release if the assignee covenants to assume all obligations and duties of the Lessee of this Lease.
- c. Any attempted assignment or sublet without the prior written consent of the City Manager renders this Lease void.
- d. An assignment of the Lease under the same terms and conditions is not an amendment of the Lease.
- e. Each provision, term, covenant, obligation, and condition required to be performed by the Lessee must be binding upon any assignee, and is partial consideration for the City's consent to the assignment.
- f. Any failure of assignee to strictly comply with each provision, term, covenant, obligation, and condition in this lease may render this Lease null and void.

Section 14. Signs.

- a. The Lessee may not exhibit, inscribe, paint, erect, or affix any Sign at, on, or about the Premises, or any part of this Lease, without the Director's prior written approval.
- b. The City may require the Lessee to remove, repaint, or repair any Signs allowed. If the Lessee does not remove, repaint, or repair the Signs within ten (10) days of the Director's written demand, the City may do or cause the work to be done, and the Lessee shall pay the City's costs within thirty (30) days of receipt of the Director's invoice. If

timely payment is not made, the City may terminate this Lease upon ten (10) days written notice, to Lessee. Alternatively, the City may elect to terminate this Lease after ten (10) days written notice to the Lessee.

Section 15. Laws Affecting Operation of Premises and Performance. The Lessee shall comply with all Federal, State, and local laws, ordinances, rules, and regulations applicable to the Lessee's operation of the Premises and the Lessee's performance under this Lease. This Lease is also subject to applicable provisions of the City Charter.

Section 16. Nondiscrimination. The Lessee covenants and agrees that the Lessee will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services at, on, or in the Premises, on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas. The City hereby reserves the right to take the action as the United States may direct to enforce this covenant.

Section 17. Drug Policy. The Lessee must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the City's policy.

Section 18. Violence Policy. The Lessee must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the City's policy.

Section 19. Maintenance. The Lessee shall maintain the Leased Premises and all improvements in good and safe condition during the Lease term.

Section 20. Furniture, Fixtures, and Equipment.

All personal property and trade fixtures furnished by or on behalf of the Lessee remain the property of the Lessee, unless the personal property and trade fixtures are specifically donated to the City during the term of this Lease or any Holdover Period.

Section 21. Utilities. The Lessee shall pay for all utilities related to usage of the Premises. Failure to pay any utility bill(s) prior to the due date constitutes grounds for termination of this Lease.

Section 22. City Use. The City retains the right to use or cross the Premises with utility lines and easements. The City may exercise these rights without compensation to the Lessee for damages to the Premises from installing, maintaining, repairing, or removing the utility lines and easements. The City must use reasonable judgment in locating the utility lines and easements to minimize damage to the Premises.

Section 23. Default. Any of the following events constitute default under this Lease:

- (1) Failure to pay utilities before the due date.
- (2) Failure to perform scheduled maintenance.
- (3) Abandonment of the Premises.
- (4) Failure to maintain any insurance coverages required in this lease.
- (5) Failure to timely pay City's invoice for the removal, repainting, or repair of any Signs at the Premises.
- (6) Failure to keep, perform, and observe any other promises, covenants and conditions contained in this Lease.

Section 24. City's Remedies on Lessee's Default.

a. Upon the occurrence of any event of default, the City may, at its option, in addition to any other remedy or right given under this Lease or by law:

- (1) Give notice to the Lessee that this Lease terminates upon the date specified in the notice, which date will be no earlier than five (5) days after the giving of the notice.
- (2) Immediately or at any time after the occurrence of the event of default and without notice or demand, or upon the date specified in a notice, if given, or in any notice issued under law, enter upon the Premises or any part of this Premises in the name of the whole and, upon the entry, this Lease terminates.

b. In the event of default by the Lessee under Section [26], the City has the option to pursue any one or more of the remedies provided in this lease or afforded the City by law, without further notice or demand and without prejudice to any other remedy:

- (1) The City may enter into and upon the Premises and retake possession, by legal proceedings or otherwise, expel the Lessee and anyone claiming through or under the Lessee, remove the Lessee's or a claimant's goods and effects, forcibly, if necessary, and store the goods in the name and at the expense of the Lessee.

(2) After retaking possession as set out in paragraph 1 of this section, or upon abandonment of the premises by the Lessee, the City may at the City's option relet the premises or any part of the premises, in the name of the City or otherwise, for a term or terms that may be less than or exceed the period that would otherwise constitute the balance of the term of this lease. The term of such reletting by the City is evidence of the fair rental value of the premises for the balance of the term and the Lessee shall be liable to the City for the amount by which the rent and other charges due under this Lease for the balance of its term exceeds the fair rental value of the premises for that period.

Section 25. Modifications. No changes or modifications to this Lease may be made, nor any provisions waived, unless the change or modification is made in writing and signed by persons authorized to sign agreements on behalf of each party.

Section 26. Contact Person/Lease Administrator. For this Lease, the City's contact person and lease administrator is the Director.

Section 27. Notice.

- a. All notices, demands, requests, or replies provided for or permitted under this Lease by either party must be in writing and must be delivered by one of the following methods: (i) by personal delivery; (ii) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; (iii) by prepaid telegram; (iv) by deposit with an overnight express delivery service, for which service has been prepaid; or (v) by fax transmission.
- b. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. Notice by fax transmission will be deemed effective upon transmission with proof of delivery.
- c. All the communications must only be made to the following:

IF TO CITY:

City of Corpus Christi
 Attn: Director of Parks and Recreation
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277

IF TO LESSEE:

TCEQ
 P.O. Box 13087, MC 165
 Austin, Texas
 78711-3087

d. Either party may change the address to which notice is sent by using a method set out in subsection c of this section. The Lessee shall notify the City of an address change within ten (10) days after the address is changed.

Section 28. Force Majeure. No party to this Lease shall be liable for delays or failures in performance due to any cause beyond their control including, without limitation, any delays or failures in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The delays or failures to perform extend the period of performance until these exigencies have been removed. The Lessee shall inform the City in writing of proof of the force majeure within three (3) business days or otherwise waive this right as a defense.

Section 29. Relationship of Parties. This Lease establishes a landlord/tenant relationship, and no other relationship. This Lease must be construed conclusively in favor of that relationship. In performing this Lease, both the City and the Lessee will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint-ventures, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

Section 30. Not for Benefit of Third Parties. This Lease is only for the benefit of the City and the Lessee, and no third party has any rights or claims under this Lease or against the City.

Section 31. Publication Costs. The Lessee shall pay for the cost of publishing the Lease description and related ordinance, as required by the City's Charter, in the legal section of the local newspaper.

Section 32. Interpretation. This Lease will be interpreted according to the Texas laws that govern the interpretation of contracts. Venue lies in Nueces County, Texas, where this Lease was entered into and will be performed.

Section 33. Survival of Terms. Termination or expiration of this Lease for any reason does not release either party from any liabilities or obligations under this Lease

that (a) the parties have expressly agreed survive any the termination or expiration; (b) remain to be performed; or (c) by their nature would be intended to be applicable following any the termination or expiration of this Lease.

Section 34. Captions. The captions utilized in this Lease are for convenience only and do not in any way limit or amplify the terms or provisions of this Lease.

Section 35. Severability.

a. If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Lease or the application of this Lease to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase, or word of this Lease be given full force and effect for its purpose.

b. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, then the remainder of this Lease is not affected the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Lease automatically.

Section 36. Venue. Venue lies in Nueces County, Texas, where this lease was entered into and will be performed.

Section 37. Entirety Clause. This Lease and the attachments and exhibits incorporated into this Lease constitute the entire agreement between the City and the Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter of this Lease, unless contained in this Lease are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Lease and its exhibits of the terms, conditions, promises, and covenants relating to Lessee's operations and the Premises to be used in the operations.

Section 38. Binding Lease. It is further mutually understood and agreed that the covenants and agreements contained in the Lease, to be performed by the respective parties, are binding on the parties, and their respective successors and assigns.

Section 39. Acknowledgment. Each party expressly agrees that it has independently read and understood this Lease. By the Lessee's execution of this Lease, the Lessee acknowledges and understands that this Lease is not binding on the City until properly authorized by the Council and executed by the City Manager or by his designee.

Section 40. Effective Date. This Lease is effective on _____.

EXECUTED IN DUPLICATE, each of which shall be considered an original, on the ____ day of November, 2014.

EFFECTIVE DATE _____

LESSEE: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

By: Richard C. Chism

Richard C. Chism
Monitoring Division

**STATE OF TEXAS
COUNTY OF NUECES**

This instrument was acknowledged before me on ____ November, 2014, by Richard C. Chism, Monitoring Division, on behalf of the Texas Commission on Environmental Quality

Notary Public, State of Texas

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Ronald L. Olson
City Manager

APPROVED AS TO LEGAL FORM: This ____ day of November 2014.

Lisa Aguilar
Senior City Attorney
For City Attorney

**STATE OF TEXAS
COUNTY OF NUECES**

This instrument was acknowledged before me on ____ November, by Richard C. Chism, Monitoring Division, on behalf of the Texas Commission on Environmental Quality.

Notary Public, State of Texas

**Exhibit A:
TCEQ Oak Park Air Monitoring Site**



Exhibit B:
TCEQ Williams Park Air Monitoring Site



EXHIBIT C:

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

September 8, 2014

City of Corpus Christi
Attn: Director of Parks and Recreation
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Subject: Oak Park and Williams Park Air Monitoring Sites Evidence of Financial Responsibility

The Texas Commission on Environmental Quality, as an agency of state government, is financially responsible for its own liability exposures under the Statutes of the State of Texas, including the Texas Tort Claims Act. This body of laws governs the manner in which claims may be pursued against the agency. With this in mind, this letter is offered as evidence of financial responsibility.

If a third party claim occurs it should be reported as soon as possible to Ms. Patricia De La Cruz, Ambient Monitoring Section Manager at (512) 239-6816 for investigation and resolution. Should you have any questions concerning the above, please do not hesitate to call me at (512) 239-0539.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Chism".

Richard C. Chism, Director
Monitoring Division
Texas Commission on Environmental Quality

E12013 – TCEQ Oak Park Air Monitoring Site

STATE OF TEXAS
COUNTY OF NUECES

BEING a tract of land containing 4,924.77 square feet (0.113 acres) of land out of that remaining portion of Lot 5, Woodlawn Block 2, a map of which is recorded in Volume 4, Page 5, Map Records of Nueces County, Texas and also being a part of a tract of land acquired by the City of Corpus Christi, Texas for park purposes per deed recorded in Volume 590, Page 140, Deed Records of Nueces County, Texas. This 4,924.77 square foot tract being more fully described by metes and bounds as follows:

Beginning at a 1 inch iron pipe found on the common boundary of said Lot 5 and of Lot 3, said Woodlawn Block 2, for the south corner of the South 74' x 135' tract out of Lot 5, said Woodlawn Block 2 (Document No.2013047594, Official Records of Nueces County, Texas), for a corner of said Woodlawn Park (also known as Westside Park) and for the Point of Beginning of this description;

Thence, with the southeast boundary of said South 74' x 135' tract, same being the northwest boundary of said Woodlawn Park and of this tract, North 30°25'00" East, at 73.89 feet (record=74.00 feet) pass a 1 inch iron pipe found for the east corner of said South 74' x 135' tract and for the south corner of West side Street, as opened by the City of Corpus Christi, per Ordinance No. 3722, in all a total distance of 80.49 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for the north corner of this tract;

Thence, with the northeast boundary of this tract, South 57°48'22" East, a distance of 62.05 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for the east corner of this tract;

Thence, with the southeast boundary of this tract, South 31°44'00" West, a distance of 80.69 feet to a 1 inch iron pipe found for the east corner of said Lot 3, Woodlawn Block 2, for a corner of said Woodlawn Park and for the south corner of this tract;

Thence, with the common boundary of said Lot 3 and of said Woodlawn Park, North 57°35'00" West, distance of 60.20 feet to the Point of Beginning and containing 4,924.77 square feet (0.113 acres) of land.

Bearings based on GPS bearings, Texas State Plane Coordinate System NAD83 (1986), Texas South Zone.

STATE OF TEXAS
COUNTY OF NUECES

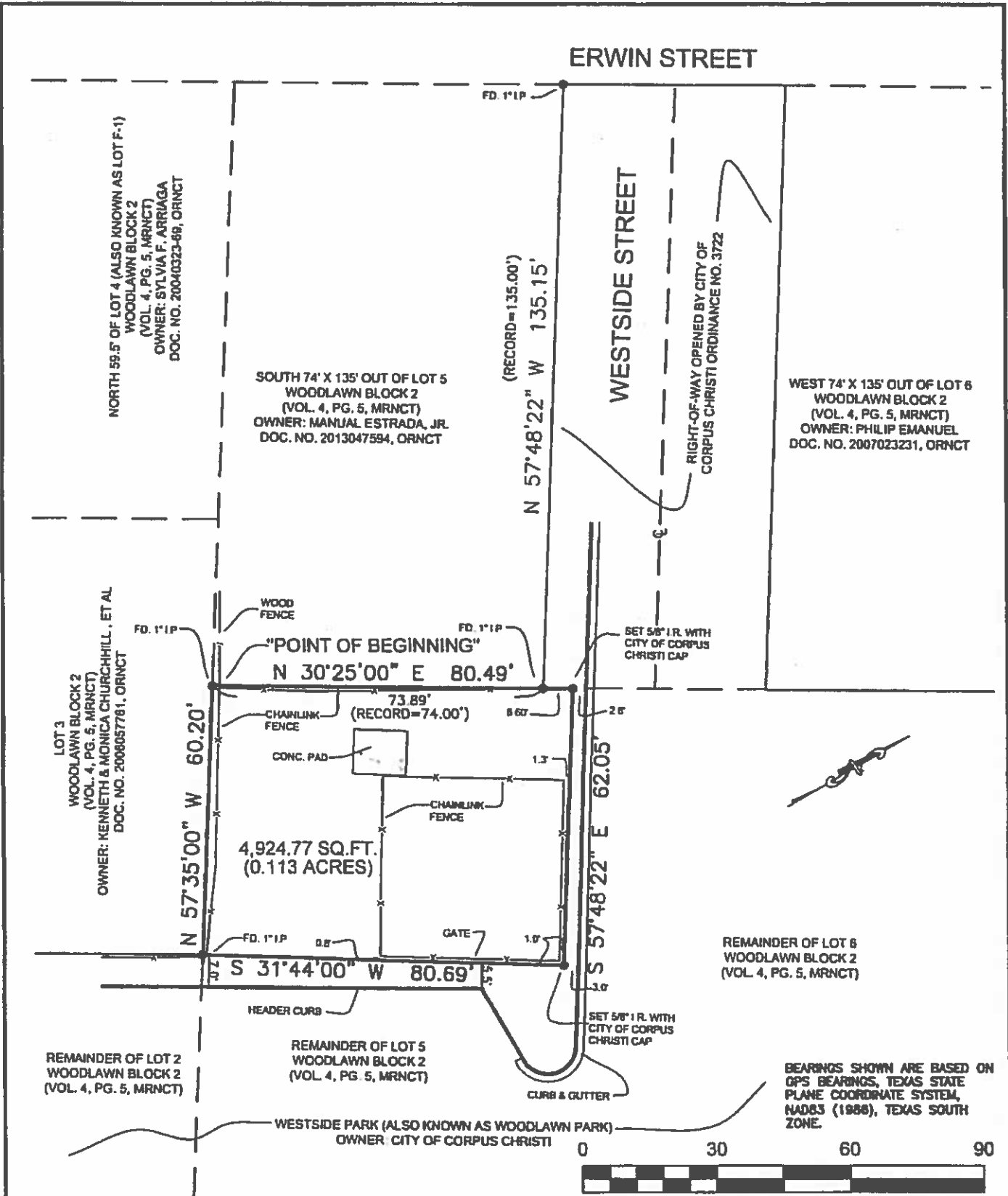
I, Russell D. Ochs, a Registered Professional Land Surveyor, hereby certify that the foregoing field notes were prepared by me from a land survey made on the ground under my supervision.

This the 24th day of September, 2014

Russell D. Ochs, R.P.L.S.
State of Texas License No. 5241




K:\Engineering\Survey\PROJ\CTD\JN-E12013-WOODLAWN PARK-TCEQ SITE-2014.dwg, EXHIBIT, 9/23/2014 8:41:53 AM, Jura, H. O'Malley, TPO 8110-10, L1



TCEQ OAK PARK AIR MONITORING SITE
MAP TO ACCOMPANY FIELDNOTES

FOR A 4,924.77 SQUARE FOOT (0.113 ACRES) TRACT OF LAND OUT OF THAT REMAINING PORTION OF LOT 5, WOODLAWN BLOCK 2, A MAP OF WHICH IS RECORDED IN VOLUME 4, PAGE 5, MAP RECORDS OF NUECES COUNTY, TEXAS AND ALSO BEING A PART OF A TRACT OF LAND ACQUIRED BY THE CITY OF CORPUS CHRISTI, TEXAS FOR PARK PURPOSES PER DEED RECORDED IN VOLUME 580, PAGE 140, DEED RECORDS OF NUECES COUNTY, TEXAS

 CITY of CORPUS CHRISTI, TEXAS Capital Programs Survey Division 361-826-3551		
Date: 9/23/2014	Checked By: RO/DN	SHEET 1 OF 1
Drawn By: JJS	Project: E12013-WOODLAWN PARK-TCEQ SITE-2014	
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E12013 – Williams Park TCEQ Site

STATE OF TEXAS
COUNTY OF NUECES

BEING a tract of land containing 1,661.48 square feet (0.038 acres) of land out of a 14.0 acre tract described in deed from The Bay View Cemetery Association to the City of Corpus Christi, dated October 28, 1925 and recorded in Volume 156, Page 193, Deed Records of Nueces County, Texas; said 14.0 acre tract also known as Bayview Park and Dr. H.J. Williams Park; This 1,661.48 square foot tract being more fully described by metes and bounds as follows:

Commencing at a 5/8 inch iron rod found at the intersection of the southeast boundary of Peabody Street, a 60 foot wide public roadway with the southwest boundary of Dempsey Street, a 50 foot wide public roadway for the north corner of Lot 12, Block 35, Hillcrest, a map of which is recorded in Volume 3, Page 29, Map Records of Nueces County, Texas;

Thence, with the northeast boundary of said Lot 12, same being the southwest boundary of said Dempsey Street, South 59°39'46" East, at 130.00 feet pass the east corner (no monumentation found or set) of said Lot 12, and continuing with the easterly extension of said southwest boundary of Dempsey Street, in all total distance of 203.82 feet;

Thence, North 29°43'28" East, a distance of 64.10 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for the Point of Beginning of this description and for the west corner of this tract;

Thence, with the northwest boundary of this tract, North 29°43'28" East, a distance of 42.49 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for the north corner of this tract;

Thence, with the northeast boundary of this tract, South 58°13'16" East, a distance of 39.66 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for the east corner of this tract;

Thence, with the southeast boundary of this tract, South 30°11'33" West, a distance of 41.70 feet to a drill hole set on a concrete curb for the south corner of this tract;

Thence, with the southwest boundary of this tract, North 59°21'47" West, a distance of 39.30 feet to the Point of Beginning and containing 1,661.48 square feet (0.038 acres) of land.

Bearings based on GPS bearings, Texas State Plane Coordinate System NAD83 (1986), Texas South Zone.

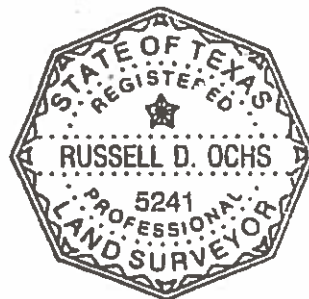
STATE OF TEXAS
COUNTY OF NUECES

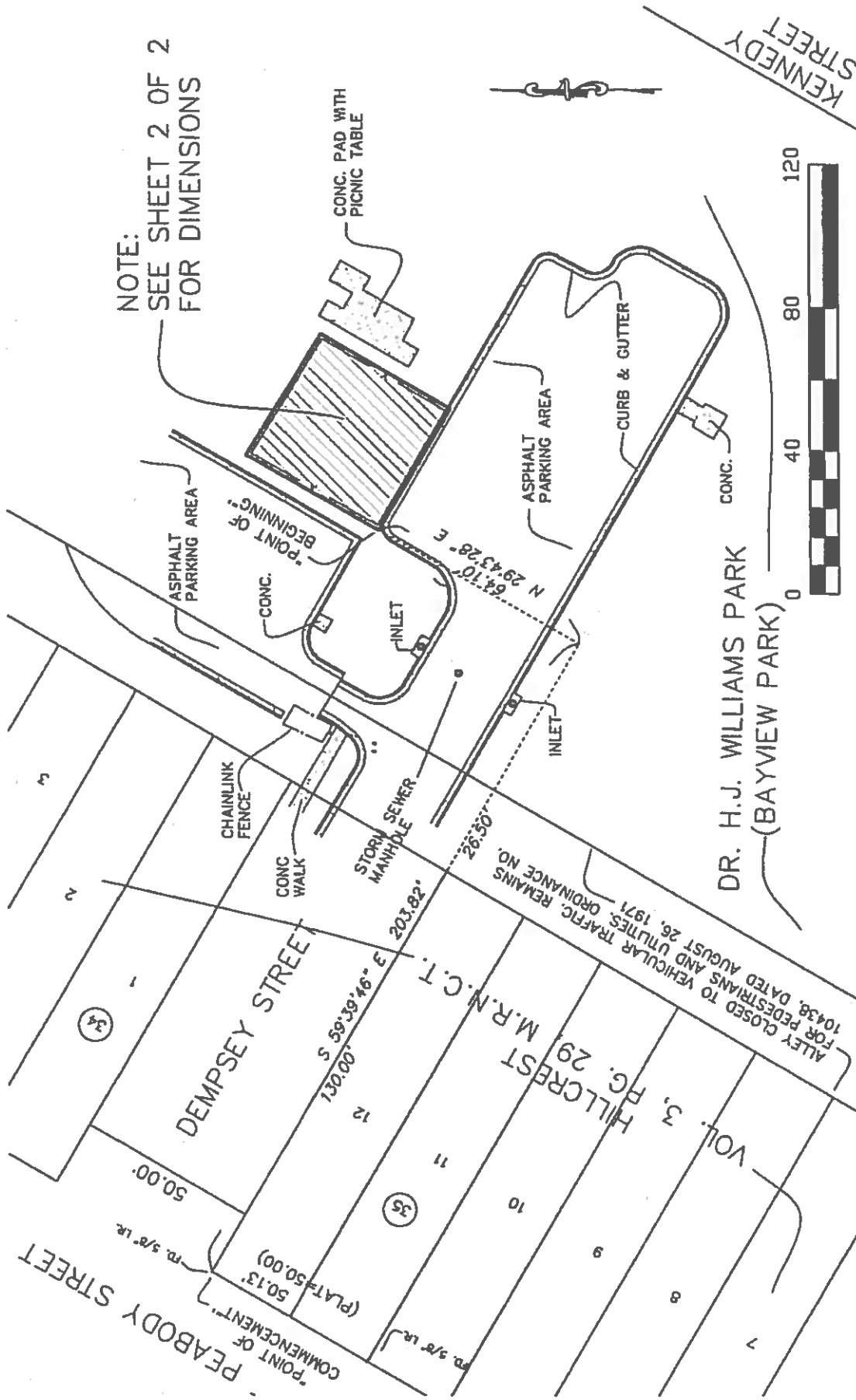
I, Russell D. Ochs, a Registered Professional Land Surveyor, hereby certify that the foregoing field notes were prepared by me from a land survey made on the ground under my supervision.

This the 24th day of September, 2014

Russell D. Ochs

Russell D. Ochs, R.P.L.S.
State of Texas License No. 5241





NOTE:
SEE SHEET 2 OF 2
FOR DIMENSIONS

CONC. PAD WITH
PICNIC TABLE

ASPHALT
PARKING AREA

"POINT OF
BEGINNING"

CONC.

INLET

CHAINLINK
FENCE

CONC.
WALK

STORM
SEWER
MANHOLE

CONC.

INLET

ASPHALT
PARKING AREA

CURB & GUTTER

DR. H.J. WILLIAMS PARK
(BAYVIEW PARK)

CONC.

0 40 80 120



KENNEDY
STREET

PEABODY STREET
"POINT OF
COMMENCEMENT"
50.13'
(PLAT 50.00)
50.00'
50.00'
50.00'

DEMPSEY STREET

HILLCREST
VOL. 3, PG. 29, M.R.N.C.T.

ALLEY CLOSED TO VEHICULAR TRAFFIC, REMAINS NO.
10438, DATED AUGUST 26, 1971,
FOR PEDESTRIANS AND UTILITIES.

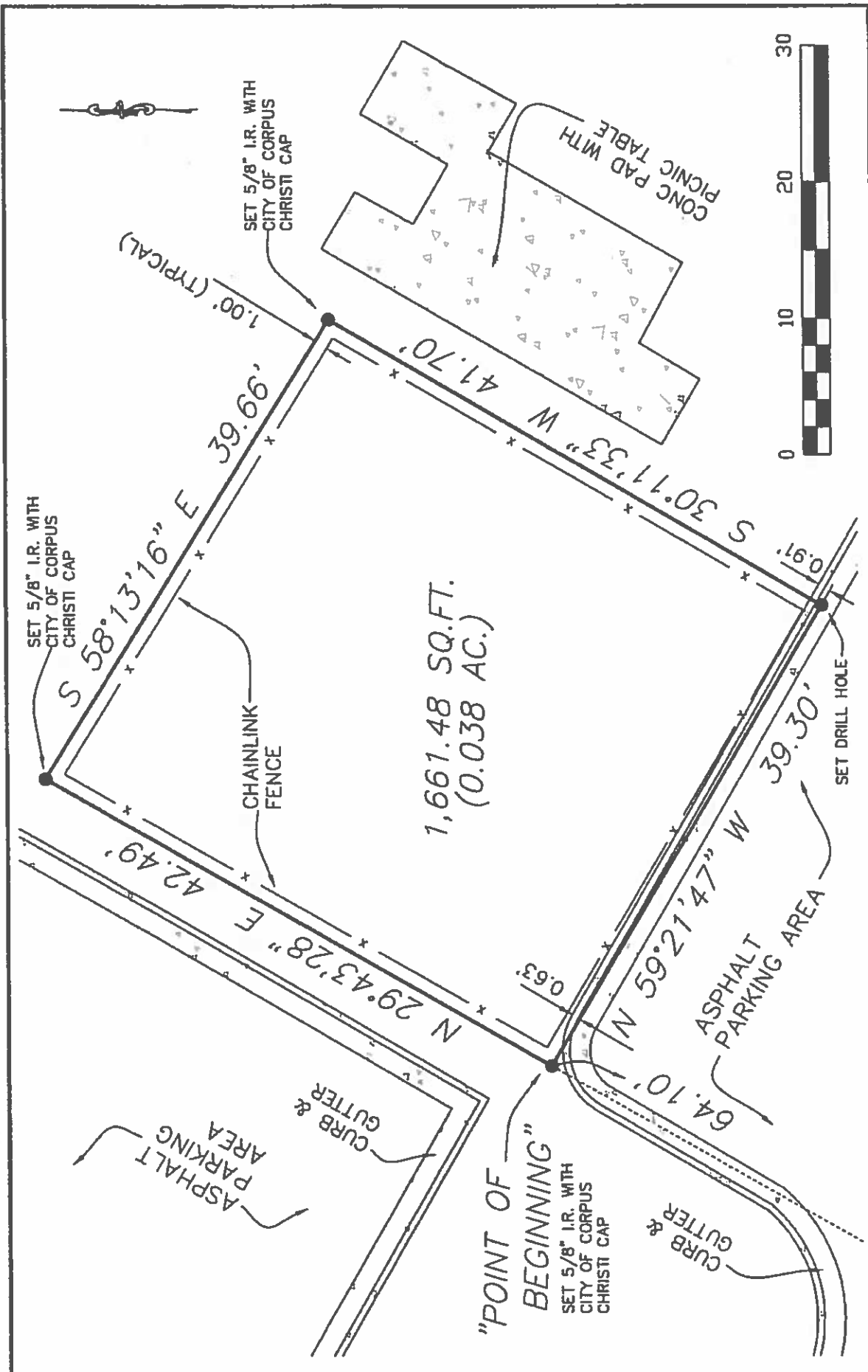
TCEO WILLIAMS PARK AIR MONITORING SITE

MAP TO ACCOMPANY FIELDNOTES

FOR A 1,091.48 SQUARE FOOT (0.025 ACRE) TRACT OF LAND OUT OF
A 14.0 ACRE TRACT DESCRIBED IN DEED FROM THE BAYVIEW
CEMETERY ASSOCIATION TO THE CITY OF CORPUS CHRISTI, DATED
OCTOBER 26, 1926 AND RECORDED IN VOLUME 196, PAGE 193, DEED
RECORDS OF NUECES COUNTY, TEXAS; SAID 14.0 ACRE TRACT ALSO
KNOWN AS BAYVIEW PARK AND DR. H.J. WILLIAMS PARK.

BEARINGS SHOWN ARE BASED
ON GPS BEARINGS, TEXAS STATE
PLANE COORDINATE SYSTEM,
NAD83 (1986), TEXAS SOUTH
ZONE.

		CITY OF CORPUS CHRISTI, TEXAS Capital Programs Survey Division 361-826-3551	
Date: 9/23/2014	Checked By: RO ON	SHEET 1 OF 2	
Drawn By: JUS	Project # 417813-2-ILLUMS PARK/BAYVIEW TRD SITE-2014		
61(D:\chris\j\Draws\PROJECTS\41-17813-2-ILLUMS PARK-BAYVIEW-TRD SITE-2014) 41-17813-2-ILLUMS PARK-BAYVIEW-TRD SITE-2014.dwg			



CITY of CORPUS CHRISTI, TEXAS
 Capital Programs
 Survey Division
 361-826-3551

Date: 8/23/2014	Checked By: RO ON	SHEET 2 OF 2
Drawn By: JJS	Project: AT-ET012-ILLUMIN PARK-BAYVIEW TCEQ SITE-2014	
<small>AT-ET012-ILLUMIN PARK-BAYVIEW TCEQ SITE-2014 AT-ET012-ILLUMIN PARK-BAYVIEW TCEQ SITE-2014</small>		

BEARINGS SHOWN ARE BASED ON GPS BEARINGS, TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (1986), TEXAS SOUTH ZONE.

TCEQ WILLIAMS PARK AIR MONITORING SITE
 MAP TO ACCOMPANY FIELDNOTES

FOR A 1,661.48 SQUARE FOOT (0.038 ACRE) TRACT OF LAND OUT OF A 14.0 ACRE TRACT DESCRIBED IN DEED FROM THE BAY VIEW CEMETERY ASSOCIATION TO THE CITY OF CORPUS CHRISTI, DATED OCTOBER 26, 1926 AND RECORDED IN VOLUME 104, PAGE 193, DEED RECORDS OF NUECES COUNTY, TEXAS; SAID 14.0 ACRE TRACT ALSO KNOWN AS BAYVIEW PARK AND DR. H.J. WILLIAMS PARK.

