

Amendment No. 1 to the  
US Government Lease for Real Property  
for the US Coast Guard Aid to Navigation Marker ACLL 7817

This Amendment No. 1 to that certain US GOVERNMENT LEASE FOR REAL PROPERTY between the City of Corpus Christi, whose address is 1201 Leopard Street, Corpus Christi, TX 78469-9277, and whose interest in the property hereinafter described is that of Owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter described as the United States Coast Guard, and hereinafter called the Government or Lessee, authorized by Ordinance No. 027905 on October 21, 2008 (Lease) is made and entered into this date by the parties.

**Whereas**, the US Coast Guard requested, and the City of Corpus Christi granted, a long term lease to install a navigation marker or Aid to Navigation (ATON) to be located near the City barge docks on the south shore of the ship channel, mounted on the east wall of the South Texas Institute for the Arts Building;

**Whereas**, the navigation marker or ATON, known as "Corpus Christi Channel Cut "B" West Front Light (ACLL 7817), is needed for navigation purposes of ships approaching the ship channel;

**Whereas**, the Lease began on January 1, 2009 and will end on September 30, 2028;

**Whereas**, the US Coast Guard requests, and the parties agree, to amend Section 4 of the Lease to allow the United States and the City to terminate the lease without cause upon 30 days' notice;

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the benefit of the public, the parties agree as follows:

**Section 1.** Section 4 of the Lease is amended as shown below.

~~**4. NOTICE:** The Government may terminate this lease, for cause, at any time by giving at least thirty (30) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing from the date of receipt of termination notice. The Lessor may terminate this lease at any time by giving at least ninety (90) days notice in writing to the Government. Said notice shall be computed commencing from the date of receipt of termination notice.~~

**4. NOTICE:** Either Lessor or Lessee may terminate this lease without cause at any time by giving the other party thirty (30) days notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing from the date of receipt of termination notice. Notice commencing from the date of receipt of notice.

The leasing authority for this lease will be the delegated authority 14 USC 672.

**Section 2.** The amended Lease is restated to read as follows:

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE  
October 01, 2008

LEASE No.  
HSCG82-08-L-8N3067

THIS LEASE made and entered into this date by and between City of Corpus Christi, whose address is 1201 Leopead Street, Corpus Christi, TX 78469-9277, and whose interest in the property hereinafter described is that of Owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter described as the United States Coast Guard, hereinafter called the Government:

WITNESSETH: The parties, hereto for the consideration hereinafter mentioned, covenant and agree as follow:

1. The Lessor hereby leases to the Government the following described premises, hereinafter referred to as the "premises".

Site address: As shown on excerpt copy of US Coast and Geographical Survey Chart No. 523, marked Exhibit "A" dated January 1962, and incorporated by reference herein known as Corpus Christi Channel Cut "B" West Range Front Light (ACLL 7817)

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on January 1, 2009 through September 30, 2028, subject to termination and renewal rights as may be hereinafter set forth.
3. **CONSIDERATION:** The consideration for this lease shall be \$1.00, of which the receipt and sufficiency is hereby acknowledged for the operation and maintenance of this property to be used by Aids to Navigation equipment for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.
4. **NOTICE:** Either Lessor or Lessee may terminate this lease without cause at any time by giving the other party thirty (30) days notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing from the date of receipt of termination notice. Notice commencing from the date of receipt of notice.

The leasing authority for this lease will be the delegated authority 14 USC 672.

5. This lease will continue (14 U.S.C. § 672) with the same terms and conditions, unless and until the Government shall give notice of termination in accordance with paragraph 4, provided that adequate appropriations are available from year to year for payment of rentals, and provided further that this lease shall in no event extend beyond September 30, 2028.
6. A Supplemental Agreement will be utilized to make changes/adjustments to this lease.
7. **TAX IDENTIFICATION:** All leases must include either a nine-digit Federal Tax Identification number or a Social Security number. Please indicate below:

Name of Lessor: City of Corpus Christi Tax ID number: 74-6000574

Telephone number: (361) 826-3516 (City Property Mgr office)

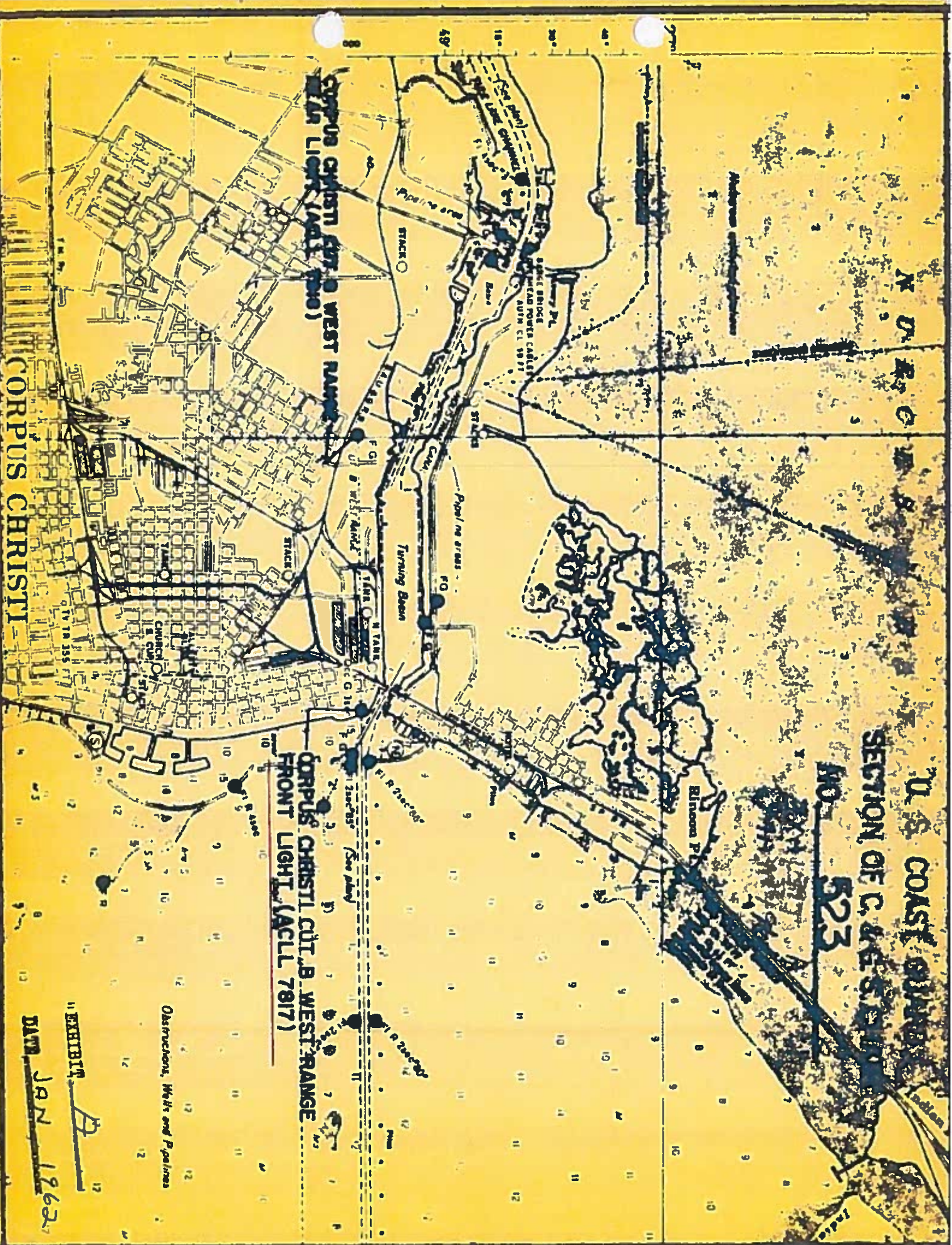
8. **COMPLIANCE WITH APPLICABLE LAW:** The Lessor shall comply with all Federal, State, and local laws applicable to the Lessor as Owner or Lessor, or both, of the Premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State, and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.
9. **MAILING:** Mailing refers to Certified Mail with return receipt and the date of acceptance being the start date.
10. **CHANGE OF OWNERSHIP NOTIFICATION:** Lessor will notify Government within thirty (30) days of any transfer of ownership of the described property; or change in payment mailing address.
11. **SUCCESSORS BOUND:** The lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, and successors.
12. **INDEMNIFICATION:** The Government, in the manner and to the extent provided by Federal Tort Claims Act (28 U.S.C. § 2671-2680), as amended, shall be liable for, and shall hold the Lessor harmless from claims for damage or loss of property, personal injury or death caused by the act or omissions of the Government, its officers, employees and agents in the use of the leased premises.
13. **INGRESS/EGRESS:** Lessor hereby grants to the Government, its contractors and other duly assigned personnel, the right of ingress and egress (both vehicular and pedestrian) necessary or convenient for the installation, use, maintenance, repair, operation, and replacement of Government owned equipment across Lessor's property.
14. **GOVERNMENT INSPECTION:** The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
15. **PERFORMANCE FAILURE:** If Lessor fails to cure or remedy any failure to perform any service, to provide any item, or meet any requirement of the lease within thirty (30) days of Government's written notice to Lessor, Government may deduct any cost incurred for the service or item, including administrative costs, from rental payments or Government may perform the service, provide the item, or meet the requirement, either directly or through a contract.
16. **ANTI-DEFICIENCY ACT (31 U.S.C. § 1341, as amended):** Nothing in this lease shall constitute an obligation of funds of the United States in advance of an appropriation thereof.
17. **INSURANCE:** The Government is a self-insured entity.
18. **TAXES AND ASSESSMENTS:** The Government is not responsible or liable for any real property or personal property taxes, personal taxes, nor assessments levied or assessed upon or against the leased premises.
19. **CONDITION OF USE:** The Government is responsible for meeting all applicable Federal, State and local safety and other codes, and for obtaining all applicable Federal, State and local permits, licenses, or other authorization required for operation of its equipment.

- 20. EQUIPMENT INSTALLATIONS, MAINTENANCE, INTERFERENCE, AND REMOVAL:** The Government is solely responsible for all costs connected with the installation and maintenance of all Government owned equipment located on the leased Premises. Installation and operation of Government equipment shall be done according to applicable Government codes and accepted industry standards.
- 21. WARRANTY:** Lessor makes no warranty, express or implied, as to the suitability of the leased Premises for the Government's intended use or purpose and expressly disclaims any such warranty.
- 22. SUBLETTING/ASSIGNMENT:** Government may not sublet or assign the leased Premises.
- 23. LEASE ADMINISTRATION:** Administration of subject lease will be accomplished by: Commander (rp), US Coast Guard, Civil Engineering Unit Miami, 15608 SW 117 Avenue, Miami, Florida 33177, Telephone: (305) 278-6717..
- 24. SEVERABILITY:** If any term or provision of this lease is held invalid or unenforceable, the remainder of this lease shall not be affected thereby and each term and/or provision hereof shall be valid and enforced to the fullest extent permitted by law.
- 25. DISPUTES (DEC 1998):** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 601-613). Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- a. "Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (b) (2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed as to either liability or amount or is not acted upon in a reasonable time.
- b. (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six (6) years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d) (2) (iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

- c. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within sixty (60) days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, with sixty (60) days, decide the claim or notify the Contractor of the date by which the decision will be made.
  - d. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
  - e. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolutions (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
  - f. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required), or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.21, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided for in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.
26. **ASSIGNMENT OF CLAIMS (JAN 1986):** a. The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 15 (hereafter referred to as "the Act"), may assign its right to be paid amounts due or to become due as a result of the performance by contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign, reassign, or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
  - c. The Contractor shall not furnish or disclose to any assignee under this contract any classified documents (including this contract) or information related to work under this contract until the Contracting Officer authorizes such in writing.
    - (i) When the date for commencement of rent falls on the 15<sup>th</sup> day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
    - (ii) When the date for commencement of rent falls after the 15<sup>th</sup> day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
27. This lease incorporates by reference the applicable clauses in GSA Form 3517A ("General Clause"), with the same force and effect as if they were given in full text. Upon request, the Government will make the full text available or the full text may be found at <http://www.gsa.gov/leasingform>.
28. This lease supersedes Permit No. Lease 08-020-62, which was negotiated with an indefinite term.



U. S. COAST GUARD  
SECTION OF C. & E. SURVEY  
NO. 523



CORPUS CHRISTI

CORPUS CHRISTI CUT, B WEST RANGE  
FRONT LIGHT (ACLL 7817)

Obstructions, Wells and Pipelines

EXHIBIT

DATE JAN 1963



**Section 3.** Except for the revisions to Section 4, all other terms in the Lease remain the same.

**IN WITNESS WHEREOF,** the parties hereto have hereunto subscribed their names as of the date first above written.

**OWNER/LESSOR: CITY OF CORPUS CHRISTI**

BY \_\_\_\_\_  
**Valerie H. Gray, P.E.,**  
**Executive Director of Public Works**

**IN PRESENCE OF:**

\_\_\_\_\_  
*(Signature)* 1201 Leopard St., Corpus Christi, TX 78401  
*(Address)*

**GOVERNMENT/LESSEE: UNITED STATES OF AMERICA**  
**DEPARTMENT OF HOMELAND SECURITY**  
**US COAST GUARD**

BY:   
*(Signature)* **Paul R Hewitt, Realty Specialist.**  
*(Official title)*

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT

DATE

NO. 01

1/20/15

TO LEASE NO.

HSCG82-08-L-8N3067

**ADDRESS OF PREMISES**

A show on excerpt copy of US CG and Geographical Survey Chart No. 523, marked Exhibit A dated 1962 incorporated and reference

**THIS AGREEMENT**, made and entered into this date by and between  
City of Corpus Christi

whose address is

1201 Leopead Street, Corpus Christi, TX 78469-9277

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 20, 2015 as follows:

In conforming with the current guidelines, the following revision shall be made to Lease# HSCG82-08-L-8N3067, At the option of the Government this lease will be renewed annually through September 30, 2028. The Government option shall deemed exercised and lease renewed each year provided, notice is given in writing to lessor at least thirty (30) days before the end of each Fiscal Year.

Paragraph four (4) of this lease will be amended to read: NOTICE: Either Lessor or Lessee may terminate this lease without cause at any time by giving the other party thirty (30) days' notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing from the date of receipt of termination notice. Notice commencing from the date of receipt of notice.

The leasing authority for this lease will be the delegated authority 14 USC 672

All other terms and conditions of the lease shall remain in force and effect.

**IN WITNESS WHEREOF**, the parties subscribed their names as of the above date.

LESSOR

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

IN PRESENCE OF

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

BY   
(Signature)

Paul R. Hewitt Realty Specialist  
(Official Use)