

PARKING SPACE LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this _____ day of _____, 2016 by and between 101 SHORELINE LIMITED, a Texas limited partnership, hereinafter referred to as the "Lessor", and the CITY OF CORPUS CHRISTI, a Texas home-rule municipal corporation, hereinafter referred to as the "Lessee".

WHEREAS, Lessor owns title to certain real property and improvements thereon, a parking lot with parking spaces, located on the property bounded by Kinney, Chaparral, Water, and Cooper's Alley Streets, Corpus Christi, Nueces County, Texas, legally described as Block 2, South Beach Addition, as shown on "Exhibit A", attached hereto and incorporated herein for all purposes; and

WHEREAS, Lessee desires to lease one hundred fifty (150) parking spaces, as marked in Exhibit A, ("Leased Premises") for parking purposes; and

WHEREAS Lessor and Lessee had previously entered into a lease agreement for a term of five (5) years which expires on the 22nd day of July, 2016,

WHEREAS the Lessor and Lessee agree to renew the lease agreement for an additional term of five (5) years.

NOW THEREFORE, in consideration of the mutual covenants in this agreement, the Lessor and Lessee hereby agree as follows:

Section 1. TERM:

The term of this Lease is for five (5) years, beginning on the date of City Council approval (commencement date).

Section 2. RENT:

The Lessee agrees to pay the Lessor the sum of \$6,620 per month as rent, which shall be due and payable without demand or notice on or before the twenty-second (22nd) day of each month during the term of this Lease, beginning on the Commencement Date.

Section 3. CPI RENTAL ADJUSTMENT:

The monthly rental fee from the anniversary date of this lease to December 31st of such calendar year shall be as set forth in Section (2) Rent Provisions of this lease. Effective on the first day of January of the calendar year immediately following the anniversary year of the execution of this lease and each January first of each year during the term of this lease, an adjustment of the monthly rental shall take place. Such adjustment shall be based upon the Consumer Price Index (CPI).

On the 1st day of January of each year referenced above, the Consumer Price Index, all items, U.S., 1967=100, (or the replacement index if the Consumer Price Index has been discontinued) will be compared to the Index on the origination date of this lease and any

increase will be multiplied against the monthly rental fee set forth in Section (2) Rent Provisions, to determine the monthly rental rate for the next ensuing months (January through and including December).

Section 4. DESCRIPTION OF PROPERTY:

Lessor leases to Lessee that certain property owned by Lessor bounded by Kinney, Chaparral, Water, and Cooper's Alley Streets as described in exhibit A, for use as a parking lot.

Section 5. USE:

Except with the prior written consent of the Lessor, the Lessee shall use the Leased Premises as a parking lot only, and for no other purpose.

Section 6. ASSIGNMENT:

The Lessee may not assign this Lease or sublet any portion of the Leased Premises without the written consent of the Lessor.

Section 7. SURFACE MAINTENANCE:

The Lessor agrees to keep the surface of the Leased Premises in good repair and maintenance during the term of this Lease. Notwithstanding the foregoing, the Lessor will be solely responsible for the costs of surface maintenance and repairs. Lessor agrees to notify the Lessee, at least ten (10) working days, prior to conducting the surface maintenance and repairs to the Leased Premises. Notice shall be sent to the Corpus Christi Police Department, Attention: Maintenance and Operations Manager at 321 John Sartain, P.O. Box 9016, Corpus Christi, TX 78469.

Section 8. MOWING AND GROUNDS MAINTENANCE:

The Lessor agrees to mow and maintain the grounds for the Leased Premises.

Section 9. UTILITIES:

The Lessor agrees to provide the water, electric and lighting for the Leased Premises.

Section 10. ALTERATIONS:

The Lessee shall not make any alterations, additions, or structural changes to the Premises without the prior written consent and approval of the Lessor. Any alterations, additions, or structural changes, if approved, shall remain a part of the Premises at the conclusion of the term of this Lease.

Section 11. INSURANCE:

The Lessor agrees to maintain adequate insurance to protect against any injuries or damages sustained by individuals while upon the Leased Premises for which the Lessor may be legally responsible for.

Section 12. DEFAULT REMEDIES:

The Lessee hereby agrees that if the Lessee defaults in the payment of rent or violates any other covenant of this Lease, then this Lease may be forfeited at the

Lessor's discretion if such default continues for a period of thirty (30) days after the Lessor notifies the Lessee in writing of any such default and the Lessor's intention to declare this Lease forfeited. Notice shall be sent to the Corpus Christi Police Department, Attention: Maintenance and Operations Manager at 321 John Sartain, P.O. Box 9016, Corpus Christi, TX 78469. Unless the Lessee has completely removed or cured the default within thirty (30) days of receiving such notice, this Lease shall cease and the Lessor shall be entitled to immediately re-enter and retake possession of the Premises.

Section 13. TERMINATION:

After year 1, either party may terminate this Lease by giving the other party six (6) months written notice. The Lessee agrees to surrender the Leased Premises upon the expiration or earlier termination of this Lease in good and properly repaired condition as existed on the Commencement Date of this Lease.

Section 14. QUIET ENJOYMENT:

As long as the Lessee performs all of the covenants and conditions of this Lease, the Lessee shall have peaceful and quiet enjoyment of the Leased Premises for the term of this Lease.

Section 15. AUTHORIZATION:

It is understood that this Lease is not binding on the Lessee until properly authorized by the City Council of the City of Corpus Christi, Texas and executed by the City Manager or designee.

Section 16. FORCE MAJEURE:

No party to this Agreement will be liable for failures and delays in performance due to any cause beyond their control including, without limitation, any failures or delays 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 rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

Section 17. AMENDMENTS:

No changes or modifications to this Lease Agreement shall be made, nor any provision waived, unless in writing signed by a person authorized to sign agreements on behalf of each party. This Lease Agreement supersedes all previous agreements between the parties.

Section 18. NON APPROPRIATION:

The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30 annually, is subject to appropriations and budget approval covering this Agreement as an expenditure in said budget; however, it's within the sole discretion of the City Council of the City to determine whether to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Section 19. CERTIFICATE OF INTERESTED PARTIES:

Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

Section 20. CONFLICT OF INTEREST:

Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

Section 21. ENTIRETY CLAUSE:

This Agreement and the attached and incorporated exhibits constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, which reference to the subject matter hereof, unless contained in this Agreement are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Agreement and its exhibits of the terms, conditions, promises, and covenants governing each party's performance hereunder and relating to Lessee's use of the Premises.

Remainder of page intentionally left blank; signature page to follow.

EXECUTED by the PARTIES, both of which hereby represent that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the PARTIES.

LESSEE

CITY OF CORPUS CHRISTI

Margie C. Rose
City Manager

ATTEST:

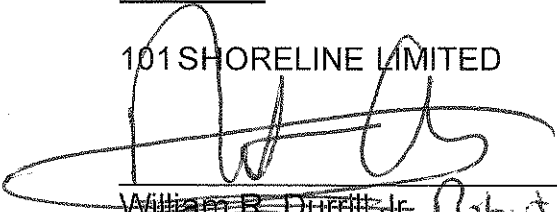
Rebecca Huerta,
City Secretary

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

LESSOR:

101 SHORELINE LIMITED



~~William R. Duffill Jr.~~ Robert Anderson Ind Ex
101 GENPAR L.L.C., General Partner for W.R.
Manager & Member Duffill Ex



(ISO) = Total Number of Parking Spaces
(P) = Private Parking (Reserved for Land Owner)

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