

**LEASE WITH KAMPING
PLEASURES, INC.**

KNOW ALL MEN BY THESE PRESENTS:

THE STATE OF TEXAS §

COUNTY OF LIVE OAK §

THIS AGREEMENT, made and entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), and Kamping Pleasures, Inc., DBA Mustang Hollow Campground, a Texas Corporation with its office and principal place of business 101 CR 371, Mathis, Texas 78368 ("Lessee");

1. Premises.

a. In consideration of the rents herein, City leases Lessee forty (40) acres, together with the improvements located thereon, situated in Live Oak County, Texas, described in **Exhibit "A"** and **Exhibit "B"** as follows:

**See Exhibit "A" attached hereto for metes
and bounds description of leased property ("Premises"). See**

Exhibit "B" attached hereto for Vicinity Map.

b. This Lease is made subject to all valid oil, gas, and mineral leases and all pipeline transmission and all other right-of-ways, including an easement from Hallie T. Boothe to the Missouri-Pacific Railroad dated December 10, 1956, recorded in Volume 173, Page 518, Deed Records of Live Oak County, Texas. City reserves the right to lease the Premises for oil, gas, and other mineral exploration and production.

c. Lessee has the right of access to Lake Corpus Christi along the area where the Premises are bounded by the contour line of the 94-foot elevation on, over, and across the lands of City below the contour line of the 94-foot elevation to whatever level the water of the reservoir may be from time to time at all times during this Lease.

d. Lessee assumes the sole responsibility for the entire cost and construction of any and all improvements that it requires for the Premises.

2. Permitted Uses.

a. The Premises may only be used and for the operation of a campground and related activities normal and customary to such business.

b. Such campground must be operated as a public accommodation at all times. Lessee must comply with applicable Americans with Disability Act (ADA) requirements.

3. Term.

This lease is for a term of fifteen years, beginning on the 61st day after final Council approval.

4. Rental.

a. Lessee must pay the City \$5,000 quarterly (4 times per year) or 8.0 percent of quarterly gross sales less sales taxes, whichever is greater, for first fifteen years of the contract. Each quarterly payment is due in advance on or before the 10th day of the first month of the next succeeding quarter for the term of the lease. Rental should be reported quarterly using a Statement of Gross Revenues form provided by the City. An operations financial statement should be provided with the payment made at the end of the calendar year. Any payment received after the due date will be penalized 4 percent of the quarterly payment for each payment period that the payment is late.

b. Lessee must keep accurate books and records of its Gross Sales. City Manager, or designee ("City Manager"), may audit Lessee's books and records at any time to verify Lessee's Gross Sales for any period within three (3) years prior to the audit. This includes, but is not limited to, all documents related to the conduct of business such as: General Ledgers, Accounts Receivables and Payables, Sales Journals, Inventory Records, daily or periodic summary reports, cash register or computer terminal tapes, bank deposit slips, bank statements, and tax reports to State and Federal agencies. If audit shows that Lessee has understated Gross Receipts by 4 percent or more, the entire expense of the audit must be paid by Lessee. Lessee must also provide annual certified financial statement to City. Any additional payments due City must be paid by Lessee to the City, with annual interest of 15 percent from the date the payment became due. Lessee must make its books and records available at City Hall, 1201 Leopard Street, Corpus Christi, Texas, at such time as required by City's Auditor.

c. All rental payments must be made to City at the following address:

City of Corpus Christi
Director of Finance
 P.O. Box 9257
 1201 Leopard Street
 Corpus Christi, Texas 78469-9257

or at such address as is agreed upon in writing between the parties hereto, as set out in Section 24 below.

5. Peaceful Enjoyment.

Lessee may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof and subject to Lessee paying the rentals herein recited and performing all of its covenants and agreements herein.

6. Two-Mile Exclusivity.

City expressly covenants not to grant any other lease permitting this use on any property City owns or controls within a radius of two miles of the Premises without affording Lessee an option of first refusal to lease same upon substantially the same terms herein.

7. Financing.

a. City recognizes that Lessee may borrow funds to repair or improve the structures or buildings on the Premises, or for other purposes, secured by a first lien on security which includes Lessee's interest in the structures and buildings and the leasehold estate for the Premises. The fee simple estate of City in the surface estate burdened by Lessee's leasehold estate must not be subject to such lien, and the lien instrument must contain the following language, or other similar language, approved by the City Attorney:

"Lender agrees that the lien created by this instrument is effective only as to the leasehold estate of Kamping Pleasures, Inc., by and between the City of Corpus Christi, as Lessor, and Kamping Pleasures, Inc., as Lessee, and that this instrument does not affect the fee simple interest in the Premises owned by the City of Corpus Christi."

b. In the event of any foreclosure by any lender of a lien or liens on the structures or buildings and the leasehold estate in the Premises, such lender or other purchaser at foreclosure and its successors and assigns shall succeed to all rights, privileges, and duties of Lessee, including without limitation the duty to pay rent.

8. Utilities.

Lessee must pay prior to the past due date the costs of all gas, electricity, water, heat, or other utilities furnished to or used by Lessee on the Premises. Any lake and/or well water usage must be under separate contract with the City, and all bills will be due when invoiced.

9. Improvements.

a. Lessee shall provide, repair and maintain on the Premises a good road network, a boat ramp, a sanitary sewer system with restroom facilities reasonably designed to accommodate the number of campers provided for, an adequate electrical system, adequate drinking water, individual campsites and picnic sites, nature trails, and concession buildings to fully utilize the Premises as a campground in keeping with the protected terrain provisions of this Lease.

b. All construction and repairs must be done in accordance with recognized and acceptable safety, environmental, and construction practices and procedures.

c. Warning signs must be posted on all piers and docks prohibiting diving or swimming from the

piers or docks. Signs must be maintained in good order and may be inspected by the City periodically.

d. Any physical additions, or other improvements when made to the Premises by Lessee, the “Improvements”, remain Lessee's property, and if Lessee is not in default hereunder, Lessee may remove any such improvements. However, Lessee must not in any manner disturb the water wells, sanitary, utility, and electrical systems, and the campsite and road developments but must deliver up the Premises to City in good condition, fair wear and tear and damage by fire and the elements only excepted.

e. During the initial 15 year term, Lessee shall construct the following improvements: (1) rebuild roads; (2) refinish all buildings (i.e. cabins, cottages, restrooms, and camping kitchen); (3) add 50 amps to 20 campsites; and (4) repair water lines. For purposes of this agreement, “rebuild roads” means repair pot holes and maintain roads in reasonable condition. For purposes of this agreement, “repair water lines” means to repair any leaks.

f. Lessee is responsible to ensure that its use of the Premises and any construction at the Premises is conducted in accordance with all applicable Federal, State, and Local laws and regulations.

g. When constructing the improvements described in subsection “e: above, the plans and specifications shall be prepared by state-licensed architects or engineers as required by applicable laws. Construction shall not begin until the City Executive Director of Utilities has been provided advance opportunity to review and comment on the final plans.

h. Lessee agrees to maintain Premises in a sanitary, safe and clean condition during construction of the Improvements.

i. Lessee agrees to provide City Executive Director of Utilities with a quarterly master plan update of any planned construction at the Premises for review and approval.

j. Left blank.

k. Lessee shall be solely responsible to ensure that any construction at the Premises is in compliance with all applicable Federal, State, and local laws and regulations, including City building codes .

l. Lessee shall discharge all obligations to contractors, subcontractors, materialmen, workmen and/or other persons for all work performed and for materials furnished for or on account of Lessee as such obligations mature. Lessee expressly agrees that it will neither give nor grant, nor purport to give or grant any mechanic’s or materialmen’s lien upon the City’s property or upon any Improvements thereupon in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party should be entitled, as a matter of law, to a mechanic’s or materialmen’s lien against the City’s property or Improvements thereon, and Lessee shall discharge any such lien within thirty (30) days after notice of filing thereof.

m. During the progress of all work, City’s Executive Director of Utilities or designee may enter upon the Premises and make such reasonable inspections as City deems reasonably necessary for purpose of ensuring compliance with this Lease.

n. Lessee shall be responsible to obtain all required permits required by applicable laws. Lessee

shall only utilize and allow State of Texas licensed electricians, State of Texas licensed plumbers, and State of Texas licensed contractors to perform any work identified in subsection “e” above and also when required by applicable laws.

o. The complete cost of developing all necessary plans and specifications and the cost of construction of the Improvements by Lessee shall be borne solely by Lessee and be at no expense to City whatsoever.

10. Maintenance and Repairs.

a. Lessee must clean, landscape, and maintain the Premises to preserve the natural terrain and growth, which protects against erosion and excessive removal of natural growth, and must keep the Premises free from debris and refuse and in a clean and sanitary condition at all times.

b. Lessee must safely maintain all structures, buildings, and utility services and regulate their use and occupancy so that there is no hazard or danger to the persons or property on or at the Premises. Further, all Lessee's use and occupancy of the structures and buildings must comply with all applicable federal, state, and local laws, rules, and regulations. If Lessee's construction, use or maintenance of any structures or building causes any damage to the Premises, Lessee must repair or replace the Premises to the equivalent improvement existing prior to the damage. At expiration, Lessee must deliver the Premises in good order and condition, natural wear and tear excepted. Upon such termination, City has the right to reenter and resume possession of the Premise.

11. Entry for Inspection.

City, by its Executive Director of Utilities or designee, may enter upon any and all parts of the Premises at all reasonable times to inspect said conditions of the Premises for purposes of ensuring compliance with this Lease.

12. Sanitation.

Lessee must store garbage and trash in designated areas within the campsite and must use dumpster type containers as the larger collection facilities. Such containers must be housed in a small building, screened, or at appropriately landscaped area(s), at Lessee's expense and as approved by the Water Supply Superintendent or his representative. The garbage container area must be landscaped and maintained by Lessee. Lessee must obtain garbage pickup to keep Premises free from odor and pests. Nothing must be stored outside either the dumpster itself or the dumpster housing.

13. Signs and Lighting.

Exterior signs and lighting must meet acceptable architectural standards and be in compliance with applicable building code requirements.

14. Hurricane Preparedness.

If the Corpus Christi area is threatened by a hurricane or some other emergency situation, Lessee must comply with directives of the Executive Director of Utilities or authorized representative pursuant to the hurricane preparedness plan, as shown on **Exhibit "C"**.

15. Independent Contractor.

Lessee's is an independent contractor under the Lease. Lessee shall employ sufficient employees to operate the business, which employees are solely in the employ of Lessee.

16. Non-discrimination.

Lessee is responsible for the fair and just treatment of all of its employees. Lessee warrants that it is and will continue to be an equal opportunity employer and hereby covenants that no employee or customer will be discriminated against because of race, creed, color, or national origin. Violation of this provision is grounds for the City to immediately terminate this lease.

17. Legal Use.

Lessee must not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose which is unlawful, or deemed to be disreputable, or a nuisance or hazardous.

18. Renewal Option.

At least 360 days prior to the the termination of the initial fifteen year term of this lease, the Lessee may submit written request to the Executive Director of Utilities to extend this Lease for an additional ten year period upon terms and conditions to be negotiated at that time, which extension shall be subject to written approval of the City Manager which shall not be unreasonably withheld. City Manager may decline to approve the requested extension if City Manager determines in sole discretion that such denial is in best interest of City based upon then existing plans for the utility system and premises. .

19. Assignment, Sublease or Change in management.

a. Lessee shall not, without the prior written consent of the City Manager, which will not be unreasonably withheld, assign, or sublease this Lease. Any attempted assignment or sublease without the prior written consent of the City renders this Agreement null and void City Manager may reasonably withhold such approval when proposed assignee or sublessee has not demonstrated ability to comply with the terms and conditions of this Lease.

b. Each provision, term, covenant, obligation, and condition required to be performed by Lessee must be binding upon any assignee and sublessee, and is partial consideration for City's consent to the assignment or sublease. Any failure of assignee or sublessee to strictly comply with each provision, term, covenant, obligation, and condition herein may render this Lease null and void.

- c. Lessee shall provide City with written notice of change in management personnel of the Lessee's operations or other change in corporate membership or structure of the Lessee organization.

20. Default.

a. **Default of Lessee.** If Lessee fails to pay the rental due hereunder, or defaults in performing any other term, covenant, or condition of this Lease, the City may after fifteen (15) days written notice to Lessee declare this Lease terminated, and City staff may immediately reenter the Premises and remove all persons without legal process and without prejudice to any of its other legal rights, and Lessee expressly waives (1) all claims for damages by reason of such reentry and (2) all claims for damages due to any distress warrants or proceedings of sequestration to recover the rent or possession of the Premises from Lessee. City may not declare this Lease terminated if, within fifteen (15) days after notice of any default, Lessee fully cures such default.

b. **Default of City.** If City defaults in the performance of any covenant or agreement herein contained, which continues for 30 days after Lessee's written notice to the City Manager as set out below, then Lessee may declare the Lease ended and may vacate said Premises and owe no further rent and have no further obligations under this Lease. City's performance of each and every agreement herein is a condition precedent to City's right to collect rent or to enforce this Lease against Lessee.

c. A waiver by either Party of any breach or breaches of any of the provisions of this Lease is not deemed a continuing breach as long as the default continues. If correction of any default reasonably requires a period exceeding thirty (30) days, the non-defaulting Party will grant a reasonable extension.

21. Attorney's Fees.

In the event Lessee makes default in the performance of any of the terms, covenants, agreements, or conditions contained in this lease and City places the enforcement of this lease or any part thereof, or the collection of any rent due or to become due hereunder or recovery of the possession of the demised premises, in the hands of an attorney, or files suit upon same, Lessee agrees to pay City reasonable attorney's fees and payment of the same shall be secured in a like manner as herein provided as to security for rent.

22. Waiver.

Failure of City to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but City shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder either at law or in equity.

23. Bankruptcy.

If voluntary bankruptcy proceedings are initiated by anyone else to adjudge Lessee as bankrupt, or if execution is issued against it, or if the interest of Lessee in this contract passes by operation of law to any person other than the City, this Lease may, at the option of the City, be terminated by notice addressed

to Lessee at the Premises and posted in the United States mail.

24. Abandonment.

If the Premises are abandoned or vacated by Lessee, City may relet the same for the remainder of the period covered hereby, and if the rent received through such subletting is not at least equal to the guaranteed rent provided for hereunder, Lessee shall pay and satisfy any deficiencies between amount of the rent called for and that received through subletting.

25. Notice and Addresses.

a. All notices, demands, requests, or replies provided for or permitted by this Lease must be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid to the addresses stated below; (3) by prepaid telegram; or (4) by deposit with an overnight express delivery service at

If to City:

City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Attn: Executive Director of Utilities

If to Kamping Pleasures, Inc:

Kamping Pleasures dba
Mustang Hollow Campground
101 CR 371 Mathis, Texas 78368

b. Notice deposited with the United States Postal Service in the manner described above is deemed effective on the third day after deposit.

c. Notice by telegram or overnight express delivery service is deemed effective one business day after transmission to the telegraph company or overnight express carrier.

26. Modifications.

No changes or modifications to the Lease may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

27. Delinquency.

Lessee is "delinquent" or "in default" if the City has not received Lessee's quarterly rental payment on or before 5:00 p.m. on the 10th day of the month following the calendar month for the quarter for which the rental obligation accrues. If the 10th day falls on a weekend or a holiday, payment may be tendered on the first business day thereafter. Lessee's failure to pay the amount due or provide the within five (5) days after the City Manager so requests in writing is grounds to terminate this Lease.

28. Insurance.

a. Lessee must provide insurance in the amounts and types of coverage required by the City Director of Risk Management, or his designee, ("Risk Manager"), a copy of which is attached and incorporated as **Exhibit "D"**. Lessee's insurance company(ies) must provide the Water Supply Superintendent and the Risk Manager certificate(s) of insurance thirty (30) days prior to the annual anniversary date of the Effective Date of the Lease, which shows the level and type of insurance. Lessee's insurance company(ies) must provide the Water Supply Superintendent and Risk Manager thirty (30) days notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies).

b. The Risk Manager will annually assess the level and types of insurance required by the Lease. The Risk Manager can increase or decrease the level or types of insurance by giving Lessee notice no less than sixty (60) days prior to the annual anniversary date of the Effective Date of the Lease. Lessee has thirty (30) days to procure the changed insurance and provide written proof of insurance to the Water Supply Superintendent and the Risk Manager.

c. Lessee's insurance policy shall include liability coverage for subcontractors including but not limited to specifically providing coverage for: 1) Rebuilding and maintenance of road; 2) Refinishing buildings; 3) Electrical work pertaining to adding 50 amps to 20 camp sites; and 4) Repair of water lines.

29. Indemnity.

a. **Lessee covenants to indemnify and hold harmless City, its officers, employees, or agents ("Indemnatee") from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against City on account of injury or damage to person(s) or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees, sublessees, or invitees entering upon the Premises or the structures pursuant to this Lease with the expressed or implied invitation or permission of Lessee (collectively "Lessee's Invitee") or when any such injury or damage is the result, proximate or remote, of the violation by Lessee, or Lessee's Invitee of any law, ordinance, or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the structures located on the Premises herein or out of the use or occupancy of the**

structures on the Premises or the Premises itself by Lessee, or Lessee's Invitee.

b. Lessee covenants and agrees that in the event the City is made a party to any litigation against Lessee or in any litigation commenced by any party other than Lessee relating to this Lease, Lessee must defend City upon receipt of reasonable notice regarding commencement of such litigation.

30. Taxes.

a. Lessee must pay all taxes and all other licenses and fees required to operate and maintain operations which Lessee's use of the Premises cause to be assessed against the Premises and any Fixed Assets or Personal Property appurtenant thereto, prior to the due date.

b. Further, Lessee covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended, prior to their respective due dates. Additionally, Lessee must ensure that each employee under Lessee's employment must be covered by workers' compensation insurance in compliance with State law. Lessee must provide proof of payment of these taxes and workers' compensation insurance within thirty (30) days after Water Supply Superintendent requests proof of payment. Failure to pay or provide proof of payment is grounds to terminate this Lease.

31. Disclosure of Interests. Lessee agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract. Lessee agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>. Lessee 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>.

32. 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. These delays or failures to perform shall extend the period of performance until these exigencies have been removed.

33. Surrender. Lessee acknowledges and understands that the lease of 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 Lessee is without fault, excepted. Any reasonable costs incurred for repairs or corrections for which Lessee is responsible under this Lease are payable by Lessee to City as additional rental on the next rental payment date, or within 30 days written demand.

- 34. Publication Costs.** Lessee shall pay for the cost of publishing the Lease description and related ordinance, if required by the City Charter, in the legal section of the local newspaper.
- 35. Casualty.** If the Premises become damaged due to any event including but not limited to weather event, fire, or other natural or man-made disaster, such that the Premises are not deemed safe for occupation by the City Building Official, and all repairs are not completed within 30 days of the event of disaster, then either party may terminate this lease upon 30 days written notice to the other party, without penalty.
- 36. Removal of Property upon Termination.** It is Lessee's responsibility to remove its property from the Premises prior to termination or expiration of the Lease. Lessee agrees that any of property remaining on the Premises after the termination or expiration of the Lease automatically becomes City property without any notice, action, or process of law, for disposition by the City as City deems appropriate in City Manager sole discretion, with no compensation to Lessee.
- 37. Interpretation.**
- a. This Lease must be interpreted according to the Texas laws which govern the interpretation of contracts.
 - b. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision.
- 38. Entire Agreement.**

This Lease and the exhibits incorporated and attached constitute the entire agreement between the City and Lessee for the use granted. All other agreements, promises and representations with respect thereto, unless contained in this Lease, are expressly revoked, as it is the parties' intent to provide for a complete understanding within the provisions of the document, and the exhibits incorporated and attached hereto, the terms, conditions, promises, and covenants relating to Lessee's commercial operations and the Premises to be used in the conduct of said operations. The unenforceability, invalidity, or illegality of any provision of this Lease does not render the other provision unenforceable, invalid, or illegal.

AGREED TO BY:

KAMPING PLEASURES, INC.

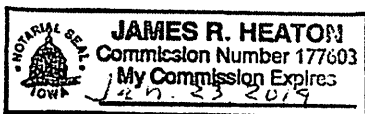
By: Robin M. Sargent
Name: ROBIN M. SARGENT
Title: PRESIDENT
Date: OCT 5, 2018

STATE OF ~~TEXAS~~ Iowa

COUNTY OF Adams

This instrument was acknowledged before me on Oct 5, 2018 by Robin Sargent, as the President for Kamping Pleasures, Inc. on behalf of said corporation.

James R. Heaton
Notary Public



AGREED TO BY:

CITY OF CORPUS CHRISTI

By: _____

Name: _____

Date: _____

ATTEST

By: _____

Rebecca Huerta, City Secretary

Approved as to legal form:

By: _____

Assistant City Attorney

For the City Attorney

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2018 by _____, as the
_____ for City of Corpus Christi, on behalf of said municipality.

Notary Public

EXHIBIT A

The land area above the 94-foot contour out of the 639.79 acres of land, more or less, in the Mary B. Kelvin survey, and being the same tract of land conveyed to C. L. Boothe by F. M. Hampton, et al by Deed dated January 10, 1931, recorded in Volume 40, Page 565, Deed Records of Live Oak County, Texas, SAVE AND EXCEPT the following:

1. 9.63 acres conveyed to F. M. Jones, et al, by C. L. Boothe by Deed dated February 16, 1940, and recorded in Volume 80, Page 383, Deed Records of Live Oak County, Texas.
2. 7.17 acres described in Deed from C. L. Boothe to the State of Texas, dated November 14, 1933, and recorded in Volume 51, Page 291, Deed Records of Live Oak County, Texas.
3. 15 acres, BEGINNING at a point, said point being a 1-1/2-inch iron pipe located 60.0 feet S. 30 degrees 15' E. of S. F. Coffin's south or southeast fence at a point in said fence 580.0 feet S. 59 degrees 45' W. Of it's intersection with the west right- of-way line of State Highway #9, said intersection being the southeast corner of the S. F. Coffin tract;

THENCE S. 59 degrees 45' W. At 113.0 feet past a 1-1/2-inch iron pipe in all 1,620.0 feet to a 1-1/2-inch iron pipe, aid iron pipe being 60.0 feet from the S. F. Coffin fence and on the 94-foot contour;

THENCE following the meanders of the 94-foot contour in accordance with the following metes and bounds S. 38 degrees 50' E. 145.0 feet, S. 12 degrees 10' W. 105.0 feet, S. 15 degrees 15' W. 81.0 feet, S. 13 degrees 40' E. 222.0 feet, N. 26 degrees 00' E. 65.0 feet N. 16 degrees 15' E. 82.0 feet, N. 41 degrees 30' E. 54.0 feet; N. 24 degrees 10' E. 63.0 feet, N. 19 degrees 30' E. 35.0 feet, N. 46 degrees 10' E. 234.0 feet to a 1-1/2-inch iron pipe at the end of the meanders of the 94-foot contour;

THENCE N. 30 degrees 15' W. 159.0 feet to a point, said pint being a 1-1/2- inch iron pipe;

THENCE N. 59 degrees 45' E. 113.0 feet to a point, said point being a 1-1/2- inch iron pipe;

THENCE N. 30 degrees 15' W. 301.0 feet to a point, said point being a 1- 1/2-inch iron pipe and also being the point of BEGINNING.

EXHIBIT B Vicinity Map

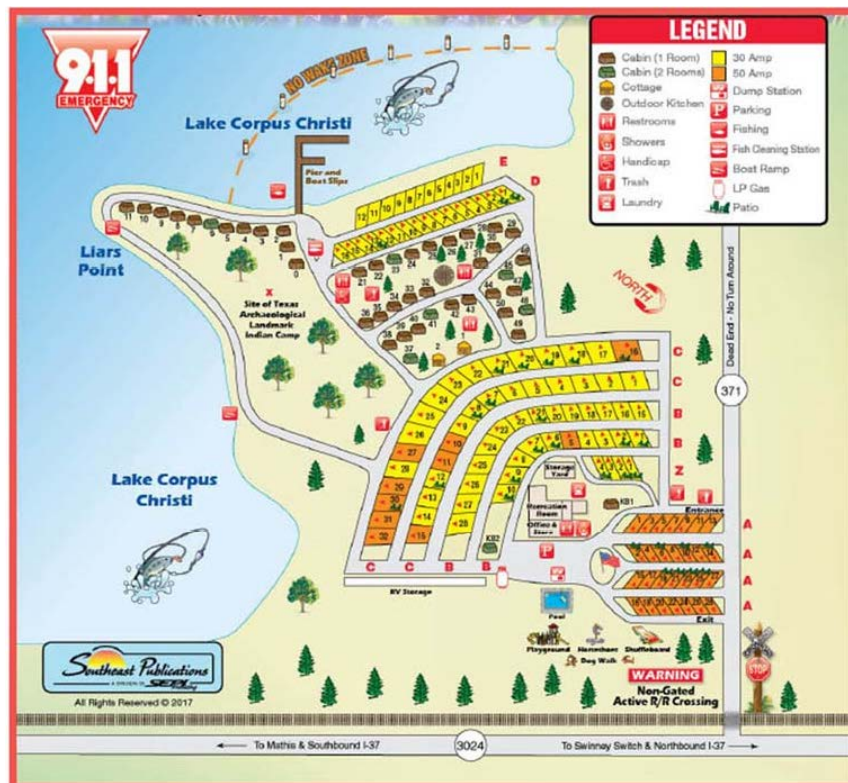
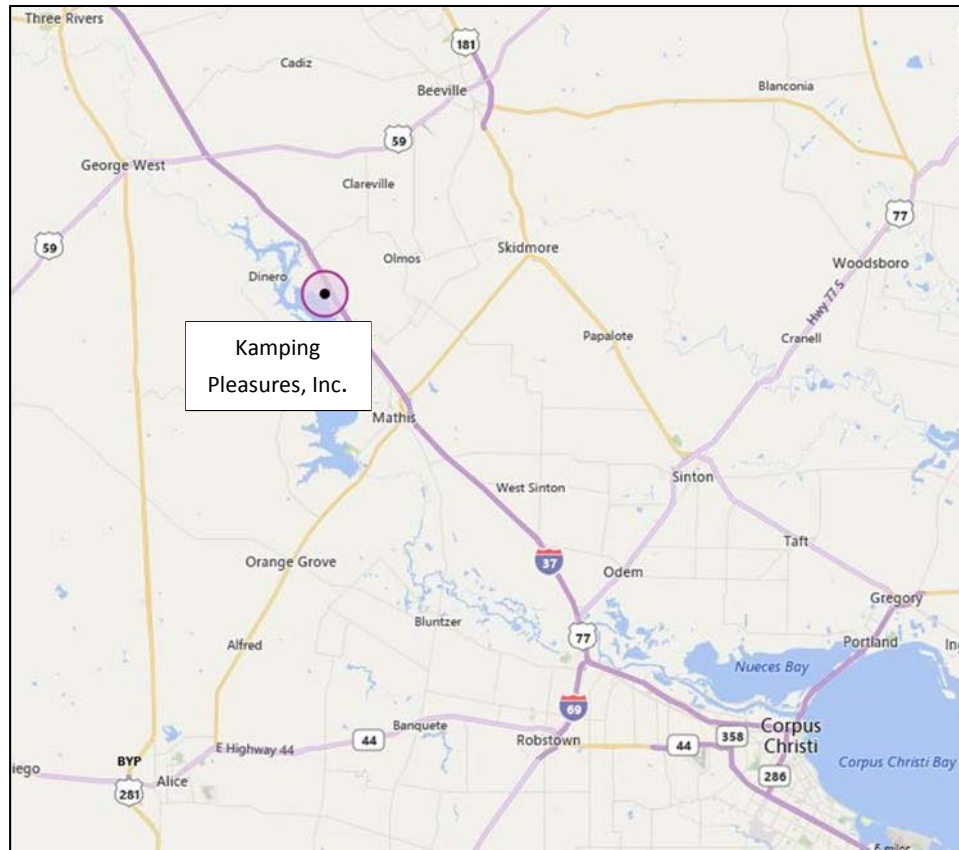


EXHIBIT C
Hurricane Preparedness
Emergency Levels and Response

City of Corpus Christi

The following system for indicating the various levels of hurricane warnings will be used:

Readiness Level 4 – Normal Conditions

This level is maintained throughout the year. Basic stock of emergency response equipment and supplies is maintained.

Readiness Level 3 – Increased Readiness

This level indicates the existence of a weather situation that could develop into a hurricane emergency but is not an immediate threat to this area.

Readiness Level 2 – High Readiness

This level indicates that a possibility exists of hurricane landfall in the Coastal Bend area.

Readiness Level 1 – Maximum Readiness

This level indicates that hurricane landfall is imminent or has occurred.

Hurricane Preparedness Plan of Kamping Pleasures, Inc..

- (1) When Emergency Level Three (3) is announced, loose objects must be secured
- (2) When Emergency Level Two (2) is announced, the campers must be alerted for possible evacuation and briefed on escape routes.
- (3) At Emergency Level One (1), it is anticipated that the camp site will be secured and the campers advised to evacuate the Premises.

EXHIBIT D – LESSEE’S REQUIRED INSURANCE

INSURANCE REQUIREMENTS**I. LESSEE’S LIABILITY INSURANCE**

- A. Lessee must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subLessee, to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Lessee must furnish to the City’s Risk Manager and Contract Administrator (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS’S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Lessee is not domiciled in the State of Texas.
- B. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Lessee shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Lessee agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to stop work hereunder, and/or withhold any payment(s) which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.