

**Amendment No. 1 to the Lease Agreement between the City of Corpus Christi and  
International Westside Baseball**

Whereas, on March 27, 2012, a lease agreement was authorized with International Westside Baseball, "Lessee", regarding use of property at Greenwood/Horne Youth Sports Complex, "Lease Agreement";

Whereas, the parties desire to amend the Lease Agreement to revise the leased premises to add three additional fields and other facilities, and provide for joint use of the facilities;

Now, therefore, the parties agree to amend the Lease Agreement as follows:

1. Except for City exclusive use provisions as listed in Section 2, the City leases to Lessee the premises depicted as "Westside Pony Baseball League" on the Exhibit attached to this Amendment No. 1, including the three baseball fields, lighting, irrigation facilities, concession stand and restroom facilities located on the premises, but excluding the City storage shed located on the premises, ("**Premises**").

2. Use of the Premises.

A. City retains exclusive use of all three baseball fields on the Premises which are shown on the attached Exhibit for previously scheduled tournaments on the following dates, starting at Friday 8:00 A.M. through Monday 8:00 A.M.:

May 17-20, 2013

June 14-17, 2013

July 12-15, 2013

August 9-12, 2013

September 13-16, 2013

October 11-14, 2013

November 8-11, 2013

December 13-16, 2013

B. The "Pony A" and "Colt B" fields shown on attached Exhibit are referred to in this Amendment No. 2 as the "**High School Baseball Fields**". City has exclusive use of the two High School Baseball Fields during the second full weekend of every month, beginning Friday 8:00 A.M. through Monday 8:00 A.M. By the term "second full weekend", the parties are referring to the weekend which begins on the second Friday of the month.

C. City has exclusive use of the two High School Baseball Fields the entire months of June and July of each year for a City summer high school baseball program. City shall exclusively handle rental of the two High School Baseball Fields during the months of June and July. City Director of Parks and Recreation may provide written notice to Lessee President should City exclusive use not be required during a particular summer season.

D. The City retains exclusive use of the City storage shed located on the Premises for storage of City equipment. Lessee may purchase and locate an equipment storage shed on the Premises for Lessee's exclusive use. Lessee retains exclusive use of the concession stand. Lessee shall make the lighting and restroom facilities available to City during periods of City use, during City scheduled tournaments and other City rentals.

3. Maintenance and Utilities.

A. At all times, Lessee must repair, maintain and keep the Premises in good condition in accordance with the terms of the Lease Agreement, except the City will maintain the two High School Baseball Fields during months of June and July if City uses them for a City summer high school baseball league program.

B. Lessee must replace red infield dirt and red clay bricks on all three baseball fields two times a year, including immediately prior to the start of any Lessee baseball season. The type of dirt to be used is Diamond Pro Bulk infield conditioner. The red clay bricks are used on the pitching mounds and batter's boxes. However, if the City uses the High School Baseball Fields for a City summer high school baseball program, then in June prior to start of City's summer baseball program, City shall replace red infield dirt and red clay bricks on High School Baseball Fields and the Lessee shall be relieved of this responsibility for the summer season. If City does not utilize High School Baseball Fields for a summer program, then Lessee retains responsibility to replace red infield dirt and red clay bricks at least twice a year on all baseball fields located on the Premises.

C. Lessee will be responsible for obtaining and for the prompt payment of all utilities on the Premises consistent with the terms of the original Lease Agreement. However, the City will reimburse Lessee for the electricity costs per hour of City exclusive use of the Premises, based on average hourly kilowatt charge reflected on Lessee's electric bill. In addition, consistent with the terms of the original Lease Agreement, City shall not charge Lessee for water to maintain the fields, up to maximum number of gallons set by Director of Parks and Recreation for each calendar year. However, Lessee must obtain a separate irrigation meter at its sole expense.

D. Lessee is responsible to promptly repair any damages to the Premises except for any damage which is caused by City's sole use of the Premises.

E. Prior to any use of the Premises, a joint walk-through of the Premises will occur between the International Westside Baseball League President, City Parks Athletic Division representative, and City Parks Operation Superintendent to identify starting condition of the Premises.

4. Except as modified herein, all terms and conditions of the Lease Agreement apply to the Lessee's use and operation of the Premises, including but not limited to indemnity and

insurance provisions. Lessee must add the Premises to its insurance coverage required by the original Lease Agreement prior to Lessee's use of the Premises, and provide the City Director of Parks and Recreation with an updated Certificate of Insurance upon effective date of this Amendment No. 1.

- 5. This Amendment takes effect upon date of last signature and continues through term of the original Lease Agreement.

**Agreed to by:**

**City of Corpus Christi**

By: \_\_\_\_\_  
Ronald L. Olson  
City Manager  
Date: \_\_\_\_\_

**International Westside Baseball**

By: Ruben M. Riojas  
Name: Ruben M. Riojas  
President  
Date: 13 May 13

# Exhibit

