

AMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI AND RILEY P. DOG PARK, INC.

This Amendment No. 1 amends the lease agreement between the City of Corpus Christi (the "City") and Riley P. Dog Park, Inc. ("Lessee"), regarding the privately-managed Riley P. Dog Park that is located near the Whitecap Wastewater Treatment Plant.

WHEREAS, the City and the Lessee entered into a five-year lease agreement effective on December 12, 2018 (the "Agreement"), and wish to amend that Agreement to allow for the waiver of certain City utility fees and extend the term; and

WHEREAS, the Riley P. Dog Park is a privately-managed dog park that must be open to the public and has not been designated a City park and should not be considered a City park;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Section 4, Term, of the Agreement is hereby replaced in its entirety as follows:

"Section 4. Term. The City leases the Premises, AS IS, subject to all terms and conditions of this Lease, to the Lessee for a period of five (5) years. This Lease begins on the first day after final Council approval and the original term expires on December 12, 2023. Through the first amendment, the Parties agree that the Lease is renewed for an additional three-year term and the Lease may be renewed for up to two additional one-year terms upon written agreement of the Parties and approved by the City's Chief Operations Officer over Corpus Christi Water. However, the City reserves the right to cancel this Lease at any time on 90 days' advance written notice in the event that the City Manager determines that such cancellation is necessary for the operation of the adjacent wastewater treatment plant operations. Lessee may terminate this Lease at any time upon providing, in advance, at least 30 days written notice to the City."

2) Section 7, Lease Consideration; Maintenance, of the Agreement is hereby replaced in its entirety as follows:

"Section 7. Lease Consideration; Maintenance. For and in consideration of the rights and privileges granted in this lease, and in lieu of lease payments to the City, Lessee must operate the dog park at the Premises at no cost to the public, and Lessee must maintain the Premises by mowing, collecting litter, etc. as directed in writing by the Director, including but not limited to the following:

EXECUTED this ____ day of _____, 20__, by the authorized representative of the parties.

Riley P. Dog Park, Inc.



Nick Collosi

President

Date: _____

City of Corpus Christi

Peter Zanoni

City Manager

Date: _____

Approved as to Legal Form on ____ of _____, 20__.

Aimee Alcorn-Reed

Assistant City Attorney